

This AuPairCare Au Pair Agreement (the “Agreement”) is entered into between AuPairCare, a California Corporation, and “Au Pair” (first and last name of Au Pair) _____ of (City) _____, (Country) _____. Au Pair has fully read this Agreement and agrees to the terms and conditions contained herein. “Host Family” is the family in the United States with whom Au Pair has agreed to match, and with whom Au Pair will live and work.

A. General Provisions

Au Pair is hereby advised and acknowledges that the parties agree as follows:

1. Au Pair will abide by the terms and conditions of this Agreement for the duration of Au Pair’s participation in the AuPairCare program, unless and until this Agreement is replaced or modified by a subsequent written agreement executed by AuPairCare and Au Pair.
2. Au Pair is hereby advised and acknowledges that all Au Pairs are participants in a cultural exchange program and agrees to comply with all the regulations published by U.S. Department of State in the Code of Federal Regulations, part 62, as the same may be amended from time to time in the future. The program regulations can be found by visiting: <https://j1visa.state.gov/sponsors/current/regulations-compliance>
3. Au Pair is provided the opportunity to live with an American host family and participate directly in the home life of the host family. All au pair participants provide childcare services to the host family and are provided by their host family up to \$500 to attend a U.S. post-secondary educational institution. Au pair participants provide up to forty-five (45) hours of childcare services per week and pursue not less than six (6) semester hours of academic credit or its equivalent during their year of program participation.
4. Au Pair understands their rights as visa participant under the Wilberforce Trafficking Victims Act. Rights and resources can be found by visiting: <https://travel.state.gov/content/travel/en/us-visas/visa-information-resources/temporary-workers.html>
5. Au Pair represents that all information provided throughout the application process is true and that no relevant information has been excluded or misrepresented in the application process and documents, including representation of the level of English proficiency, health, driving, and/or childcare experience. Au Pair agrees that all such disclosures will be full and accurate, up to and through the date of departure from Au Pair’s country of origin.
6. Au Pair agrees to immediately amend any disclosures should new information become available to Au Pair in any regard or at any time of participation in the program. Au Pair represents that s/he will personally conduct all written and phone correspondence with Host Family during the interviewing process. Au Pair understands that exaggeration or falsification of any application information by Au Pair, references or Originating Exchange Organization may result in immediate dismissal from the program and return to Au Pair’s home country at Au Pair’s expense.
7. AuPairCare has the right to determine suitability of Au Pair to participate in the program both before and during participation in the program. Au Pair agrees that in determining suitability, AuPairCare may make inquiries to third parties about Au Pair, including but not limited to medical personnel and insurance agencies otherwise covered by federal HIPAA regulations.
8. Au Pair understands that they cannot be married, engaged to be married, or have children of their own, and participate in AuPairCare’s cultural exchange au pair program.
9. Au Pair agrees to complete all visa screening requirements in accordance with the instructions given and will be responsible for obtaining a valid passport and complying with all vaccinations and immunization requirements.
10. Au Pair is not an employee, agent, or independent contractor of AuPairCare, and AuPairCare does not exercise dominion or control over the actions of the Host Family.

B. Responsibilities

11. Au Pair agrees to perform the childcare responsibilities to the best of his or her ability, and make every effort to act as a caring, responsible Host Family member. Au Pair understands that a first-year au pair program duration is 12 months. Au pairs should have 12 months availability to participate on program.
12. Au Pair understands that during the first three (3) days of an au pair's stay in the home, a parent or another responsible adult shall remain in the home to facilitate the adjustment of the au pair into the family, household, and community.
13. Au Pair agrees to perform childcare services and light housekeeping related to childcare that shall not exceed forty-five (45) hours per week, five and one half (5 1/2) days per week, with a maximum of ten (10) hours per day. Au Pair will have one full weekend off per month (Friday evening to Monday morning). If a dispute arises as to any of these limits or requirements, AuPairCare shall resolve said dispute. Au Pair agrees that AuPairCare will make the resolution decision after assessing all facts and circumstances, consistent with requirements of applicable U.S. Department of State Regulations.
14. Au Pair's responsibilities will be limited to childcare and child-related tasks for the Host Family. This may include duties such as general supervision, preparing and cleaning up after children's meals, straightening children's rooms, doing children's laundry, preparing the children for school, assisting with homework, and being present when children are sleeping. The Au Pair's responsibilities will not include heavy housework, yard work or other non-child related labor for the household. If a dispute arises concerning the scope of the Au Pair's responsibilities, AuPairCare shall resolve said dispute. Au Pair agrees that AuPairCare will make the resolution decision after assessing all facts and circumstances, consistent with requirements of applicable U.S. Department of State Regulations.
15. Au Pair understands that U.S. Department of State regulations prohibit Au Pair employment beyond the Au Pair arrangement with the Host Family. Au Pair may not undertake any other paid work while in the U.S., including but not limited to: babysitting for Host Family for extra pay beyond the 45-hour weekly limit, babysitting for other families or elderly family members, or tutoring language students.
16. Au Pair agrees to abide by Host Family rules as they are determined by the Host Family and will behave as a responsible member of the Host Family at all times. Au Pair understands that Host Family is not required to provide access to a car, personal phone line, personal television, computer, or other benefits. If a dispute arises concerning the Host Family rules, Au Pair agrees that AuPairCare will make the resolution decision after assessing all facts and circumstances, consistent with requirements of applicable U.S. Department of State Regulations.
17. Au Pair is hereby advised and understands that if there is an infant under the age of two years old in the household, the au pair must have 200 hours of documented prior experience working with children under the age of two.
18. Au Pair understands that in the event there is an infant under the age of three months in the household, a parent or other responsible adult shall be present in the home at all times, and Au Pair shall not be the sole caregiver for that child at any time.
19. Au Pair will abide by program regulations regarding a monthly check-in with the local AuPairCare Area Director. If Au Pair is re-matched, there are two required check-ins each month during the first two months of the new placement. Au Pair agrees to attend the monthly cluster activities organized by the Area Director supporting the cultural exchange component of the au pair program.
20. Au Pair agrees to report any changes to telephone number, email address or current U.S. address to AuPairCare within 10 calendar days.

C. Fees and Program Costs

21. Participation in the AuPairCare program requires Au Pair to pay a non-refundable program fee to Originating Exchange Organization.

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22. Originating Exchange Organization may charge Au Pair additional fees to cover their administrative costs in promoting the Au Pair program and processing au pair applications. The fees may include, but are not limited to, an application fee, processing fee, handling fee, and interview fee. These fees may vary across Originating Exchange Organizations. AuPairCare assumes no duties or responsibilities for any acts or omissions of the Originating Exchange Organization regarding additional fees.
23. Au Pair will be responsible for additional costs, including but not limited to: travel to and from the international gateway airport or flights arranged by AuPairCare, baggage check fees for all flights, meals on arrival day and all dinners while at the Au Pair arrival orientation, medical expenses not covered by insurance, and all incidentals and personal expenses while on the program. Au Pair should be prepared to cover these costs.
24. Au Pair will pay all applicable fees to Originating Exchange Organization before beginning travel to the United States. Au Pair may not under any circumstances solicit funds from Host Family to cover personal costs of program, including but not limited to fees due to the Originating Exchange Organization, costs associated with securing a visa, or incidental travel costs.
25. Au Pair agrees that s/he has adequate financial resources to satisfy all obligations as an AuPairCare Au Pair, including payment for a return flight if Au Pair does not successfully complete the program.
26. Originating Exchange Organization is not permitted to charge Au Pair a completion bonus, also known as a refundable deposit or bond.

D. Au Pair Cancellations/Flight Change Requests

27. Au Pair agrees to pay a 2 995 SEK cancellation fee, plus the actual cost of international and/or domestic airfare, in the event he/she cancels their match or Au Pair program after matching with a family and prior to arrival at the host family home.
28. Au Pair agrees to pay a 2 995 SEK change fee and any applicable airfare penalties in the event he/she requests to change their arrival date or confirmed return flight.
29. Au Pair agrees to pay a 2 995 SEK change fee and any applicable airfare penalties in the event he/she fails to report to Originating Exchange Organization at least four days prior to au pair's arrival date, any issue preventing au pair from departing as scheduled such as a visa delay, family emergency, or other event.

E. Driving

30. Au Pair will obtain and bring a valid home country driver's license and a valid international driver's license to the United States. If required by law, Au Pair will also obtain a U.S. state driver's license at his/her own expense. If Au Pair violates this term of the Agreement, AuPairCare may end Au Pair's participation in the program and Au Pair will be required to return to his/her home country at Au Pair's expense.
31. Au Pair understands that if s/he is expected or permitted to drive the family car(s), the Host Family must provide automobile insurance to comply with all applicable laws, and which insurance shall in no event cover less than \$5,000 in medical coverage. Au pair understands that it is their responsibility to ensure said policy is active throughout their program participation, if they will be expected or permitted to drive. Au Pair will not be responsible for payment of any automobile insurance deductibles that exceed \$250 per accident. Au Pair agrees never to use the car(s) without the express permission of Host Family or to use the car for purposes not approved by the Host Family.
32. Au Pair agrees to follow all local and state laws concerning cell phone use and driving, and at a minimum agrees to not use a cell phone while driving a motor vehicle unless it has been connected to a hands-free device AND he/she has received permission from his/her Host Family to use said equipment. Au Pair also agrees not to use a cell phone to text or web surf while driving. If Au Pair violates this term of the Agreement, AuPairCare may end Au Pair's participation in the program and Au Pair will be required to return to his/her home country at Au Pair's expense.

F. Behavior and Comportment

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33. Au Pair agrees to exercise sound judgment and caution while participating in Internet-based communities, dating, and social media websites and applications such as Facebook, Twitter, Instagram or other sites. Au Pair understands that Host Family information, including but not limited to phone numbers, addresses, family names, information about Host Family children, or photos of Host Family home and household members may not be posted online by Au Pair, without the Host Family's prior consent.
34. Au Pair agrees not to send, receive or view inappropriate content (sexual or violent) in the host family home, or outside of the home using the host family's equipment (i.e. computer, cell phone, handheld device, tablet, DVD player, television, etc.) by means of, but not limited to: live video, photos, pre-recorded videos, instant messages, sexting/texting, social media posts/updates. If Au Pair violates this term of the Agreement, AuPairCare may end Au Pair's participation in the program and Au Pair will be required to return to his/her home country at Au Pair's expense.
35. Au Pair understands that the AuPairCare program is a smoke and drug free program and agrees not to smoke or use drugs while participating in the AuPairCare program. This includes, but is expressly not limited to, consuming (smoking, chewing, vaping, ingesting) marijuana, cannabis, tobacco or any other non-prescription drug. If Au Pair violates this term of the Agreement, AuPairCare may end Au Pair's participation in the program and Au Pair will be required to return to his/her home country at Au Pair's expense.
36. Au Pair agrees not to buy, possess, or consume any controlled or illegal substances, except those prescribed by a physician. Au Pair understands that the legal drinking age in the United States is age 21 and that the legal ramifications of underage drinking in the United States are serious and can result in immediate termination from the AuPairCare program. Au Pair agrees not to consume alcoholic beverages at any time if Au Pair is under the legal drinking age of 21. If Au Pair is of legal drinking age, Au Pair agrees not to excessively consume alcoholic beverages at any time. Au Pair agrees never to drive an automobile after consuming alcoholic beverages. Au Pair agrees never to consume alcoholic beverages while on duty caring for Host Family children. If Au Pair violates this term of the Agreement, AuPairCare may end Au Pair's participation in the program and Au Pair will be required to return to his/her home country at Au Pair's expense.
37. Au Pair agrees to abide by all local, state, and federal laws. If Au Pair is arrested and/or is in police custody under suspicion of committing a crime, AuPairCare will not arrange or pay for legal assistance or representation for Au Pair. Au Pair will be responsible for resolving any legal matters independently and without the assistance of AuPairCare and its staff. If Au Pair violates this term of the Agreement, AuPairCare may end Au Pair's participation in the program and Au Pair will be required to return to his/her home country at Au Pair's expense.
38. AuPairCare does not tolerate physically intimate relationships between Au Pair and any member of the Host Family. AuPairCare also has a zero-tolerance policy against any form of sexual or physical abuse committed by Au Pair or Host Family. Any such violation of this policy by Au Pair will result in the Au Pair's termination from the AuPairCare program. Any form of sexual or physical abuse committed by Au Pair may also result in criminal charges and arrest by authorities as a violation of State or Federal laws.
39. Au Pair understands and agrees that monitoring and recording devices, including but not limited to nanny cams may be present in common areas of the Host Family home in order to monitor Au Pair's performance and interaction with the child(ren) whom Au Pair is caring for, and consents thereto and waives any and all claim of privacy rights with respect thereto.

G. Compensation and Financial Responsibility

40. Au Pair will receive room and board in the form of meals and a suitable private bedroom in Host Family's home, which has been personally verified by a local AuPairCare representative.
41. Au Pair will receive a minimum weekly stipend in accordance with the U.S. Department of State Regulations. The U.S. Department of State calculation of the minimum weekly stipend of \$195.75 is based on the federal minimum wage with a 40% deduction for room and board in exchange for childcare services. Host families and au pairs are free to agree to compensation higher than the legally applicable minimum. After the Childcare Agreement is signed by Au Pair and Host Family specifying the mutually agreed upon stipend amount, AuPairCare is not responsible for tracking any updates to the stipend amount (exceeding the minimum weekly stipend set forth by the Department of State) that may occur during a program year. Said stipend shall be paid by the Host Family on the same mutually agreed upon

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day each week in the payment method chosen by the Host Family and cannot be withheld for any reason. If the placement ends early, the final week stipend will be pro-rated based on days worked.

42. Au Pair will receive two weeks (10-days) paid vacation, to be taken at mutually agreed upon times. Vacation days shall accrue on the basis of one day per month after 60 days in the U.S. During Au Pair's extension program, Host Family will provide 9-month and 12-month extension Au Pair with two calendar weeks (10-days) of paid vacation, to be taken at mutually agreed upon times. A 6-month extension Au Pair will receive one calendar week (5-days) of paid vacation. Extension year vacation days shall accrue on the basis of one day per month. If any disputes arise concerning vacation issues, AuPairCare shall refer to the U.S. Department of State regulations regarding vacation policies to enforce that guidance.
43. Au Pair understands that he/she is not entitled to paid or unpaid time-off on U.S. holidays.
44. Au Pair will receive subsidy of educational costs from the Host Family as outlined in the "Training and Education Requirements" section of this document.
45. Upon successful completion of the program, Au Pair will receive a return flight from AuPairCare to Au Pair's home country. Au Pair will be responsible for planning and paying for travel from the international destination airport to Au Pair's final destination in home country. Au Pair understands that in the event Au Pair does not elect to use the return air ticket provided by AuPairCare for any reason, no refund, credit, or travel voucher will be provided.
46. Au Pair understands that in 1994, the U.S. Department of Labor determined that the au pair stipend constitutes "wages" because an employer-employee relationship exists between the au pair and the Host Family. Au Pair's wages are essentially in the nature of household employment, and therefore Au Pair is required to file U.S. individual tax returns, even if no taxes are due.
47. Au Pair is responsible for complying with any Federal or state labor and/or income tax laws that may apply to Au Pair. AuPairCare does not provide legal advice regarding any such laws and is not responsible for informing Au Pair of, or overseeing compliance with, any such labor laws, including but not limited to Worker's Compensation laws and/or income or other tax laws, which may vary from state to state, and are subject to change from time to time.
48. Au Pair is wholly responsible for personal expenses and management of personal finances. AuPairCare shall not be responsible for any personal bills incurred by the Au Pair or Host Family, such as (without limitation) telephone bills, automobile expenses, travel expenses, and/or health expenses not covered by insurance. Accordingly, Au Pair agrees not to seek payment or assistance in recovering any such expenses or costs from AuPairCare.

H. Travel and Accident Insurance

49. Au Pair will receive travel and accident insurance provided by AuPairCare through a third-party insurance carrier, and such coverage contains limitations and exclusions. Au Pair agrees to review the scope of said coverage and the limitations and exclusions contained therein prior to arrival in the United States. Said information can be accessed on AuPairCare's website: <http://www.aupaircare.com/current-au-pair/insurance>. Au Pair is advised and agrees that any disputes pertaining to coverage issues are strictly between Au Pair and the third-party insurance company and agrees that AuPairCare is not responsible for any coverage issues and/or disputes.
50. Au Pair understands that pre-existing medical conditions will not be covered by the third-party travel and accident insurance.
51. Au Pair understands that the dental insurance provided to them only covers injuries that are the result of an accident and does not cover the cost of standard dental treatment. It is therefore important for Au Pair to receive a thorough dental examination prior to arrival in the U.S. so that no unexpected complications arise during the period of residence abroad.
52. Au Pair represents that the medical history provided to AuPairCare is true and gives full consent to release all medical and psychiatric history information to potential host families.
53. If Au Pair's medical condition changes (including pregnancy), between the time of signing this document and Au Pair's departure to the U.S., Au Pair understands that s/he is required to notify AuPairCare and

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resubmit another Physician Verified Medical History document prior to arrival. If Au Pair violates this term of the Agreement, AuPairCare may end Au Pair's participation in the program and Au Pair will be required to return to his/her home country at Au Pair's expense.

54. Au Pair agrees that AuPairCare and/or its affiliates or agents may, without liability or expense to themselves, take whatever action they deem appropriate with regard to Au Pair's health and safety, including, but not limited to having Au Pair hospitalized for medical services and treatment. Au Pair further agrees that if hospitalization is not feasible for any reason, AuPairCare and/or its affiliates or agents may rely upon the advice and medical judgment of local medical staff in order to make a decision as to what is in Au Pair's best interests. Au Pair hereby gives full consent to be medically treated pursuant to the terms set forth herein, and/or to undergo any treatment, including but not limited to surgery, which is determined to be necessary to Au Pair's health and well-being during Au Pair's stay abroad.
55. Insurance provided by AuPairCare is valid for duration of their program participation. Au Pair accepts responsibility for payment to extend insurance during their 30-day grace period.
56. Au Pair accepts full responsibility for any medical expenses that are not covered by the insurance policy provided by AuPairCare through a third party.
57. In the event Au Pair displays a serious medical condition that in the judgment of AuPairCare prevents the Au Pair from continuing in the program and providing safe childcare (including but not limited to mental illness, substance abuse, eating disorders and/or pregnancy), whether said condition is pre-existing or new, AuPairCare will work with medical and law enforcement professionals to determine suitability for further program participation.

I. Training and Education Requirements

58. Au Pair agrees to complete 32 hours of training prior to arrival at Host Family home, as required by the United States Department of State. To meet this requirement, Au Pair will view the pre-departure training videos, complete the Pre-Departure Project, and attend in full the Au Pair Academy training program upon arrival in the United States. If Au Pair is selected and agreed to participate in Virtual Academy, all training components, including the Pre-Departure Project, online courses and webinars, will need to be completed prior to Au Pair's departure from home country. Failure to do so will result in Au Pair's arrival date being delayed at Au Pair's expense.
59. Au Pair understands that all 12-month program Au Pairs are required to attend courses of study at an accredited U.S. post-secondary institution for a minimum of six (6) semester hours of academic credit or the equivalent in credit hours. Host Family will provide Au Pair with time off, provide adequate transportation to and from the place of instruction, and will pay tuition up to a maximum of \$500 towards the required 6 semester hours of academic credit per au pair per year. Once the educational component is complete Au Pair is not eligible for further reimbursement, regardless of whether he/she utilized the \$500 of educational funds. Au Pair shall be responsible for costs associated with such educational study that exceed the amount paid by Host Family. Local AuPairCare Area Directors are available to provide information about this requirement and acceptable schools; however, it is Au Pair's responsibility to plan appropriately so that s/he is able to fulfill the requirement. All courses shall be taken at mutually agreed upon times with the Host Family. As such, course registration should occur after Au Pair's arrival to the U.S. Au Pair agrees to provide documentation of coursework completion towards the end of the program year. In the event Au Pair does not complete the educational requirement, Au Pair will be ineligible to apply for an extension of the au pair program.
60. Au Pair agrees to complete any Advanced Online Training courses purchased by Host Family within the first two weeks of their placement. AuPairCare Advanced Online Training courses do not count towards the 6 semester hours of academic credit required per program year or the 32 hours of training required prior to arrival at Host Family home

J. Extension of Au Pair Program

61. Au Pair is hereby advised and understands that Au Pairs wishing to participate on the Extension Program must submit their application on or before AuPairCare's published deadline date and AuPairCare does not guarantee that AuPairCare or the Department of State will approve any extension request or that au pairs who choose to self-extend will match with a new Host Family.

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62. Au Pair is hereby advised and understands that Au Pairs participating on the extension program will receive an updated DS-2019 form that reflects the 6, 9, or 12-month program extension. Although Au Pair will have a valid DS-2019 form, the J-1 visa in his/her passport may have expired during the first 12-months of stay in the U.S. Any travel outside the U.S. is at the au pair's own risk, and AuPairCare cannot assist Au Pair or Host Family in resolving any visa concerns they may encounter.
63. Au Pair understands that Extension Au Pairs are required to repeat the educational component of the program during the extension time as follows: The educational component for a 6-month extension is not less than three (3) semester hours of academic credit or its equivalent. Host Family will contribute up to \$250 toward the educational component. The educational component for a 9 and 12-month extension is not less than six (6) semester hours of academic credit or its equivalent. Host Family will contribute up to \$500 toward the educational component.
64. Au Pair is hereby advised that by extending their program they must complete the new program terms in order to be eligible for a return flight home arranged by AuPairCare. In the event that the au pair chooses to leave the program early, he/she will be responsible for booking and paying for his or her own return flight home.

K. Repeat Participation

65. Au Pairs who have successfully completed a previous au pair program are eligible to participate again if they meet all program requirements and provided they have resided outside the United States for at least two years following completion of their initial au pair program.

L. Problem Resolution and Placement Changes

66. Au Pair is living as a member of a Host Family and is not under continual oversight or control of AuPairCare staff. Therefore, it is Au Pair's responsibility to promptly advise AuPairCare of any significant problems or events that occur during the program, including but not limited to Au Pair's health, safety, welfare, or adjustment to family, culture, or languages. For purposes of this Agreement, a "significant event or problem" is any change in Au Pair's circumstance that may affect an Au Pair's well-being and/or living situation.
67. Au Pair is hereby advised and understands that AuPairCare requires an initial adjustment period of 60 days following Au Pair's arrival before any placement change is considered. Au Pair further understands that a placement change is not guaranteed. Au Pair should notify the local AuPairCare representative of any misunderstandings or problems with the Host Family if they persist after Au Pair has tried to address them with Host Family. AuPairCare will work with both Au Pair and Host Family to attempt to resolve the problem before authorizing a placement change. Au Pair must show a sustained good faith effort to resolve the issues with Host Family before AuPairCare will approve an Au Pair's request for a placement change. If Au Pair does not make a good faith and substantial effort to resolve the problems or misunderstandings with Host Family, or if Au Pair violates any terms of this Agreement, Au Pair's participation in the program may end and Au Pair will be required to return to his/her home country at Au Pair's expense.
68. Au Pair understands that the nature of the au pair program is one of flexibility and cultural exchange, and that placement changes may not be requested in order to achieve a preferred work schedule, location, or benefits provided by Host Family. Once Au Pair agrees to match with a Host Family, Au Pair has in effect agreed to that Host Family's required schedule, location, and benefits provided by the Host Family to Au Pair. Au Pair agrees to remain flexible in order to continually meet Host Family needs as they evolve over the course of the program year. Changes in Host Family needs do not constitute grounds for Au Pair to request a placement change. In the event Au Pair's first placement is not successful, and AuPairCare determines in its sole judgment that Au Pair shall be placed in a new family, Au Pair agrees to cooperate with AuPairCare during the entire re-matching process, including but not limited to ensuring that potential new Host Families can easily reach Au Pair by e-mail and phone in a timely manner to arrange interviews. Au Pair is hereby advised and agrees that a replacement Host Family may be dependent upon current Host Family availability. A replacement Host Family may not be available. In the event that AuPairCare is unable to provide a replacement Host Family within 14 days from the end of the first placement, Au Pair's participation in the program will end and Au Pair will have to return home at his/her personal expense.

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69. If the Host Family is willing to house Au Pair until she or he is re-matched, and AuPairCare determines that under the circumstances it would be reasonable for Au Pair to remain in the home, but the Au Pair refuses to stay with the family, Au Pair will be required to pay a \$40.00 per day housing stipend to the party who houses him/her, typically an AuPairCare field staff member.
70. If Au Pair leaves the host family home without notice to AuPairCare and/or Host Family and does not contact AuPairCare within 24 hours from departure, Au Pair may be subject to dismissal from the program, and Au Pair must return to his/her home country at Au Pair's expense.
71. In the event Au Pair does not successfully complete their first-year program, and/or extension program, if applicable, Au Pair is responsible for his/her return travel expenses.
72. AuPairCare is not responsible for any economic damage or loss alleged to arise from loss of or unavailability of a replacement Host Family.
73. Au Pair agrees that any decision regarding an Au Pair's program status, dismissal, or re-placement will be made by AuPairCare after assessing all facts and circumstances.
74. If Au Pair has a concern that it is not being addressed by the sponsor, the State Department has a helpline to ensure the health and safety of its exchange participants. Participants can contact the State Department at any time via the hotline 1-866-283-9090 or at jvisas@state.gov.

M. Other Terms and Conditions

75. Au Pair understands that the data collected via the au pair application and portal is or can be made available to AuPairCare staff, host families and U.S. Department of State as required.
76. Au Pair consents and authorizes AuPairCare to use Au Pair's name, photographs, file, application content, video resume (video CV), or video likeness of Au Pair or any comments or statements from host in materials or publications to promote the AuPairCare program.
77. Au Pair agrees to leave the United States within 30 days of the conclusion of his/her program. Au Pair understands that any stay beyond the 30-day grace period is a direct breach of the Regulations of the Department of State, and that Au Pair's future ability to travel, work or live in the United States may be compromised.
78. Au Pair agrees not to enter into any kind of contractual agreement during the program year in the United States, including but not limited to business, employment, marital or religious contracts.
79. Au Pair understands that AuPairCare is not a party to any agreement between Au Pair and the Originating Exchange Organization located in Au Pair's home country. Au Pair acknowledges and agrees that the Originating Exchange Organization is solely responsible to Au Pair for injury or damage from a violation of any such agreement. AuPairCare assumes no duties or responsibilities for any acts or omissions of the Originating Exchange Organization.
80. Au Pair agrees not to match with a Host Family outside of the AuPairCare portals.
81. Au Pair understands that AuPairCare will make its best, reasonable, and diligent efforts at locating and screening all Host Families. Au Pair agrees to assume the risks involved in the matching with a Host Family, and hereby irrevocably, unconditionally, and fully waives, releases and forever discharges AuPairCare, its subsidiaries, officers, employees, and/or agents from any and all claims related to personal and/or property damage, injury, loss, delay or expense incurred by Au Pair or any guest, employee or agent, due to:
 - (i) events beyond AuPairCare's reasonable control, including without limitation acts of God, acts of war or government actions or restrictions.
 - (ii) any events and/or acts directly or indirectly caused by any intentional or negligent acts or omissions at any time, in whole or in part, by any Au Pair and/or Host Family or by any third party, including but not limited to any member, guest, employee or agent of the Host Family or other persons in the host country, even if AuPairCare's negligence is alleged to have contributed to the event,

- (iii) risks associated with foreign travel and living abroad, including but not limited to risks associated with health care services, living conditions, sanitation conditions, road and transportation systems, criminal justice systems, civil liberty laws, customs and values,
- (iv) any differences in the living conditions and standards between Au Pair's home and home country and the host home and host country, and,
- (v) any act or omission of the Originating Exchange Organization.

In this respect, Au Pair acknowledges that neither Host Family nor Au Pair are an employee or agent of AuPairCare and actions or omissions of Au Pair or Host Family are not to be attributed in any way to AuPairCare. Au Pair fully agrees to assume all such risks and agrees to indemnify and hold harmless AuPairCare, its subsidiaries, officers, employees, and/or agents for any liability or expense, including court costs and legal fees incurred, that Au Pair has in any way caused or contributed to, whether directly or indirectly, and whether intentionally or unintentionally.

- 82. If there are any differences between this Agreement and any other program materials, this Agreement shall control. AuPairCare cannot be legally bound or committed by any person other than a duly authorized representative. Parties are required to follow this Agreement and cannot vary from its terms.
- 83. A DocuSign signature on this Agreement shall be considered the same as an original.

N. Choice of Law, Venue, Class Action Waiver, and Resolution of Disputes through Arbitration

- 84. **Resolution of Disputes Through Arbitration:** The parties to the Agreement acknowledge and agree that any dispute or claim arising out of this Agreement, including but not limited to any resulting or related transaction or the relationship of the parties, shall be decided by neutral, exclusive, binding, private, and confidential arbitration in San Francisco, CA, U.S.A., where AuPairCare, Inc. is headquartered. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable, including any remedy or relief that would have been available to the parties had the matter been heard in court. The arbitration shall be administered by a neutral arbitrator provided by JAMS or by a neutral arbitrator provided by any other mutually agreed upon arbitration service provider. The arbitrator shall be selected with the participation of both parties in the selection process. AuPairCare, Inc. shall pay the reasonable costs and arbitrator's fees and expenses in connection with resolution of the dispute in the arbitration forum. The arbitration shall be conducted pursuant to JAM's Comprehensive Arbitration Rules and Procedures (available at www.jamsadr.com/rules-comprehensive-arbitration/) or, alternatively, any other mutually agreed upon set of rules. Notwithstanding the foregoing, the parties may utilize subpoenas and have discovery as provided in the applicable arbitration rules and California Code of Civil Procedure Sections 1282.5, 1283 and 1283.05. Either party may appear telephonically at the arbitration. The decision of the arbitrator shall be a written opinion that explains the rationale for the decision. The decision shall be final and binding and may be enforced in any court of competent jurisdiction. Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations. BY AGREEING TO RESOLVE ANY CLAIMS OR DISPUTES THROUGH ARBITRATION, AS DESCRIBED ABOVE, THE PARTIES KNOWINGLY WAIVE THEIR RIGHT TO A JURY TRIAL OR TO OTHERWISE RESOLVE THEIR DISPUTES THROUGH THE COURTS.
- 85. **Class Action Waiver:** Unless otherwise required by applicable law, each party waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative.

AuPairCare

86. Choice of Law: Any dispute or claim arising out of this Agreement, as described above, shall be governed by the laws of the State of California, U.S.A., including without limitation, this Agreement's validity, construction, breach, performance, and interpretation.

87. Venue: AuPairCare, Inc. is headquartered in San Francisco, California and this Agreement was drafted and in large part negotiated in the State of California. Unless the parties otherwise agree, any arbitration shall be held in San Francisco, California. Host/Au Pair agrees that California is a fair and reasonable venue for resolution of any disputes or claims. In the event that the arbitration clause is deemed void or inapplicable, each party expressly consents to and submits to the personal jurisdiction of the federal or state court(s) of San Francisco County, California, U.S.A.

ENTIRE AGREEMENT

Please read the following statements carefully. Your signature below indicates you have read and understand these statements and that you agree to them:

- I am capable of reading and understanding this Agreement in English
- I have had the opportunity to ask questions and obtain advice, to ensure I understand this Agreement in its entirety
- I accept the terms of this entire Agreement and understand that it is legally binding
- I have carefully read the resolution of disputes through arbitration section of this Agreement
- I do not rely on any promises, statements or representations that are not expressly stated in this Agreement
- No alteration of the terms of this Agreement will be valid unless approved by AuPairCare in writing
- I have retained a copy of this Agreement for my own records

Au Pair Full Name (Signature): _____

Au Pair Full Name (Print): _____ Day/Month/Year: _____