



XPLOREASIA Program Terms & Conditions South Korea Placement Program

Terms and Conditions between Teach Explore Asia (South Korea) Co., Ltd. heretofore referred to as XPLOREASIA and the (“Client”)

CLIENT NAME _____
Print Name

AND WHEREAS CLIENT wishes to purchase XPLOREASIA services.

NOW THEREFORE THE CLIENT AGREES AS FOLLOWS:

DEFINITIONS

In this agreement:

“Client” Shall mean anyone who pays for our services

“Agent Partner” Shall mean Client’s agent

“The Employer” Shall mean any person, partner company or school that employs the Client through an XPLOREASIA program

“XPLOREASIA” Shall mean the Managing Agent in South Korea.

1. SERVICE SUPPLIED BY XPLOREASIA

1.1 XPLOREASIA will assist the Client in completing all necessary forms and providing necessary documentation, such as application forms, visas, and other items relevant to the Client’s departure for South Korea.

1.2 XPLOREASIA is responsible for adequately screening all potential Clients for suitability for an XPLOREASIA program, paying attention to whether the Client has any issues or conditions including, but not limited to, the following:

- Previous criminal history
- History of mental illness
- Behavioral disorders
- Clinical depression
- Currently taking medication of any kind
- Physical disability or limitation that affects mobility and/or speech

XPLOREASIA reserves the right to decline an application, if the Client is deemed unfit for placement due to any of these or related issues, which may affect their ability to teach, interact in a school setting, or supervise children.

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- 1.3 XPLOREASIA will provide extensive employment assistance to Clients, including, but not limited to: A qualified placement meeting, assisting in creating videos for each Client, helping each Client create a professional resume, identifying teaching opportunities for each Client, arranging placement meetings, and providing logistical support. While XPLOREASIA has a placement success rate above **99%**, final placement decisions are at the complete discretion of our partner schools.
- 1.4 XPLOREASIA will arrange meetings between the Client and The Employer. The Client must not directly contact the school unless otherwise authorized by XPLOREASIA or their local partner.
- 1.5 XPLOREASIA will assist the Client with all visa and employment questions.
- 1.6 XPLOREASIA's local partner will provide airport pickups for all Clients arriving in Korea, as long as the Client's arrival is coordinated with XPLOREASIA or their local partner.
- 1.7 XPLOREASIA will provide a comprehensive online cultural orientation prior to arrival and an in-country orientation at some point after the Client's arrival.
- 1.8 All Clients must have full medical insurance covering accident, illness and emergency evacuation upon arrival on the program. They must show proof of medical insurance to XPLOREASIA staff.

1.9 PLACEMENT PACKAGE

XPLOREASIA provides the following services as part of the Client's Program Fee.

- Logistics support and guidance on preparing for trip and getting necessary visa and documentation
 - Help revising and formatting resume, video or audio clip
 - Relationship maintenance and network building with schools and partners across the country to facilitate placement
 - Facilitating interviews
 - Screening schools
 - Administration of logistics and placement functions
 - Collecting feedback from teachers in the field
 - Trouble shooting personal and school-related issues that can arise during placement
- 1.11 XPLOREASIA offers one high quality placement opportunity with a good school at the salary of at least 2 million KRW per month. Additionally, the Client must accept if the school or agent provides a reasonable offer of free accommodations. Schools who are unable to offer accommodation, or if the Client chooses to find their own accommodation, will offered a stipend of at least 400,000 KRW each month.

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1.12 While XPLOREASIA will take the Client's placement location and age group requests into consideration, it does not guarantee that placement preferences can be met.

1.13 If the Client rejects placement, XPLOREASIA is not obliged to provide further assistance to the Client. Additional support is fully at the discretion of XPLOREASIA.

1.14 Future Placement Support

XPLOREASIA has a policy whereby they provide future teacher placement for individuals who come on an XPLOREASIA program in any of the markets where it has placement programs.

This future placement guarantee applies to all future (not initial) placements and does not cost anything additional to the Client. The term "future placements" means all teacher placements beyond the initial placement provided by XPLOREASIA. The initial placement and all future placements are treated differently. For future placements, by signing this document the participants agrees that:

The term "future placements" means all teacher placements beyond the initial placement provided by XPLOREASIA. It is just placement, excluding accommodation, orientation, logistics or other items that are part of initial placement.

- 1.14.1 XPLOREASIA cannot guarantee the amount of time that it will take to secure a future placement for a Client. The Client should expect that more time is required to secure a future placement than to secure the initial placement.
- 1.14.2 XPLOREASIA cannot guarantee the location of future placement.
- 1.14.3 XPLOREASIA cannot guarantee that it can place friends or loved ones together for future placements.
- 1.14.4 First priority for placement will go to new Clients who have not yet received their initial placement.
- 1.14.5 XPLOREASIA will help to find a future placement but will not provide the same level of logistical support to the Client to get to the placement that it does for the "initial placement".
- 1.14.6 If a participant leaves their placement without giving a proper notice period they should not expect to get paid. The school may withhold payment in this circumstance and XploreAsia is unable to intervene, provide support or give any compensation in this circumstance
- 1.14.7 Future placement does not include airport pickups, cultural orientations, accommodations or other aspects of "initial placement". These can be

purchased from XPLOREASIA at an additional cost.

- 1.14.8 Future placement does not apply if XPLOREASIA no longer operates as a company or if it no longer operates in a country that a teacher wants to work in.
- 1.14.9 XPLOREASIA may provide help for a teacher but it is not responsible in the future placement if the teacher is not paid or is fired for reasons that the Client believes to be unfair.
- 1.14.10 Future placement is only provided once the Client has successfully completed the term of their current placement. If the Client leaves before the end of the term without good cause, due to the negative impact of that early departure on the school, students, and the reputation of XPLOREASIA, the organization is not obligated to provide future placement.
- 1.14.11 Future placement is not provided if the Client is fired or has their contract not renewed from a school for issues related to poor personal conduct or sub-par teaching.
- 1.14.12 XPLOREASIA and its partners cannot be held liable for any action taken against the Client due to the Client breaching their school contract. Breach of contract, although uncommon, can lead to a school taking legal action against the Client.
- 1.15 The client accepts that there have been or may be some alterations to the original program due to COVID-19 restrictions. XPLOREASIA will provide all training and orientation as included, however, the client accepts that this may be in either a condensed format and/or a mixture of online/in-class learning.
- 1.16 Should the client leave their placement within the first 2 months of their arrival due to reasons not relating to something considered extenuating circumstances (Family death, bereavement, personal health issues etc.), they can be held liable for any expenses/costs incurred by the school in preparation for their arrival. These include, but are not limited to; food and other apartment essentials, accommodation rental costs, transportation costs etc.

2. FEES

- 2.1 If XPLOREASIA is successful in finding the Client a placement, regardless of whether the Client rejects that position or is later deemed ineligible to accept the position, the Client is not eligible for a refund.
- 2.2 In the event that XPLOREASIA receives any notice or claim from any Client that the Client wishes to cancel his or her program for any reason once in the country, XPLOREASIA is not obligated to refund any fees to the Client.

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- 2.3 XPLOREASIA is not responsible for any fees that the Client may incur as a result of the cancellation, including, but not necessarily limited to, acquisition of airline tickets, visas, and travel insurance.
- 2.4 If any invoices are left unpaid by the Client, XPLOREASIA reserves the right to withdraw support and the Client will lose their placement.
- 2.5 The official program start date will commence on the start date of the TESOL course. If a Client is taking an online course prior to joining an in-country program, the start date of the online course is the official start date of the program.

3. NON-LIABILITIES FOR CLIENTS AND XPLOREASIA

- 3.1 XPLOREASIA is not responsible nor liable for, nor is any of its employees and directors responsible nor liable for, the following:
 - 3.1.1 The Client not being employed due to incorrect information supplied (such as forging documentation and/or omitting information related to Client's ability or suitability to perform required duties);
 - 3.1.2 The Client not being granted a visa for the country in which XPLOREASIA operates or not being allowed to enter the country;
 - 3.1.3 Any grievances (excluding minimum salary assurance) which the Client may have concerning the Client's employment with the Employer;
 - 3.1.4 Any injury, death, illness, damage or loss of goods to the Client at any time while in South Korea;
 - 3.1.5 XPLOREASIA is not responsible if there is any public health crisis, political unrest, natural disasters, economic crisis, or changes in government regulation towards teachers or specific nationalities that might negatively impact upon a Client's ability to work and live in their chosen country;
 - 3.1.6 The Client is detained or deported for any reason whatsoever, including for working without the proper alien registration card or visa.
 - 3.1.7 XPLOREASIA is not liable should the Client fails their medical check upon arrival in South Korea or is rejected by their placement for any reason.

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4. VISAS AND Alien Registration Cards (ARC)

4.1 Alien Registration Cards and Visa Status

- 4.1.1 It is illegal to work in South Korea without an alien registration card or a valid Visa.
- 4.1.2 In order to obtain an alien registration card, The Client must pass the necessary requirements while in-country.
- 4.1.3 XPLOREASIA will provide the Client with instructions on how to apply for the correct visa at the Korean Consulate before the Client arrives in South Korea.
- 4.1.4 XPLOREASIA cannot guarantee the Client will receive an Alien Registration Card.
- 4.1.5 It is the Client's responsibility to ensure that they have legal working status in South Korea at all times.
- 4.1.6 XPLOREASIA will not be held responsible for the cost of the Alien Registration Card.

4.2 Visa and Alien Registration Card through Schools

- 4.2.1 Occasionally the Client may be required to make visa trips while in South Korea to obtain the required visa or renew their existing visa. The Client is required to pay for the cost of the visa and/or the visa trip. The Employer is not obligated to pay these costs, however, on occasion The Employer may support the cost of obtaining the E2 Work Visa.
- 4.2.2 The Client is also required to pay some or all of the cost of the E2 work visa provided through their Employer. However, on occasion the Employer may pay for some or all of the cost of the E2 Work Visa

5. GROUNDS FOR REMOVAL FROM THE PLACEMENT PROGRAM

The following conditions are grounds for Client removal from the Placement Program.

- Negative attitude
- Depression
- Extensive emotional issues
- Drug abuse or excessive consumption of alcohol
- Failure to disclose required information such as medical history or illness
- Failure, or refusal to pay for any monies owed to XPLOREASIA
- Failure to provide a clean background check or a background check

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7. APPLICABLE LAW

XPLOREASIA is a Thai company and as such the sole law governing this agreement is the law of the Kingdom of Thailand.

8. GENERAL

- 8.1 The Client's signature below confirms that they have read and agreed to the terms and conditions laid out by XPLOREASIA.
- 8.2 There shall be no changes or additions to the terms and conditions of this agreement unless agreed to in writing and signed by both parties.

9. OUTSTANDING PROGRAM FEES

- 9.1 Once the Client is offered a contract, they are required to pay all outstanding program fees in full, if they have not already done so, regardless of whether they accept or reject the position. No further assistance will be offered to the Client until their invoice has been paid in full.
- 9.2 Failure to pay the program fee within the specified period could result in delay of placement and/or temporary removal from the program until said invoice is paid in full.

10. BACKGROUND CHECKS

- 10.1 The Client is required to obtain a criminal record background check that has been carried out no more than 6 months before their arrival in South Korea. Background checks that are older than 6 months at the time of their submission to South Korea will not be accepted by Korean immigration.
- 10.2 The Client is responsible for obtaining the correct background check for submission to Korean Immigration.
- 10.2 Clients who do not hold a clean background check are ineligible for the Teach South Korea program.
- 10.2 It may be possible to delay placement in certain cases until the Client has a valid background check from their home country. This will be taken on a case by case basis.

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11. MARKETING

- 11.1 XPLOREASIA may have photographers and/or videographers during the orientation activities. We are here to document the experience for you. They will post photos on Facebook for you to use freely.
- 11.2 Photographic, audio or video recordings may be used for the following purposes:
- Social media marketing
 - On XPLOREASIA, and selected partner websites
 - In XPLOREASIA, and selected partner documentation
- 11.3 By signing this release I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public business settings and for a variety of other purposes as is the purpose of XPLOREASIA.

The Client will be consulted about the use of the photographs or video recording for any purpose other than those listed above.

12. DATA USAGE POLICY

- 12.1 Teach Explore Asia (XPLOREASIA), in accordance with new General Data Protection Regulation (GDPR) laws, will not unlawfully distribute, sell, or alter any personal information given to us directly by our Client's, or indirectly by their home agent
- 12.2 In order to operate, XPLOREASIA requires that Client's information be used/distributed in the following manner, and within the time constraints listed:
- 12.2.1 **XPLOREASIA Database.** The Client information is collected and kept in a secure server, and will remain on its records in order to facilitate future placements, and additional post-placement support
- 12.2.2 **Teacher Profiles.** Customer information is displayed and is viewable by employers. Customer resumes and photos are downloadable for use in the employment process. These profiles will be removed no later than 6 months after the initial-placement, in order to support potential placements if the need arises. Additional information pertinent to the Client's possible employment may also be shared with school and local agents in the placement process
- 12.2.3. **XPLOREASIA General Communication.** XPLOREASIA will use the Client's contact details such as telephone, and email, including emergency contact information on an as-and-when needed basis. Furthermore, XPLOREASIA will not discuss any information related to the Client, with anyone, even family members, unless prior written consent is given

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By signing these terms and conditions, the Client understands that XPLOREASIA will need to collect, use and distribute personal information in order to facilitate their program. Additionally, the Client understands the terms in which XPLOREASIA uses information. Please note that this agreement does not include XPLOREASIA mailing list, this is a separate list and customers will not be added unless they have already opted-in.

If you would like to be removed from our database, you will need to notify us in writing. Please allow up to 14 days for removal.

By signing below the Client agrees to all terms as outlined in this document.

Date (Day/Month/Year) _____

The Client (Signature) _____

The Client (Print) _____

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