

# AGREEMENT FOR INTERNSHIP PLACEMENT SERVICE (B2C)

Version V.1.0

This Agreement is executed between **Kamaway®** (the provider) and the **Participant/Trainee** (the individual identified in the checkout/invoice, hereinafter the “Participant”) and governs the Internship Placement Intermediation Service (the “Service”). The execution of any payment (whether the Initial Fee, the Full Service fee, or any other amount) by the Participant constitutes full and **irrevocable acceptance of all terms of this Agreement**.

## SECTION I: OBJECT, SCOPE, AND INCLUDED SERVICES

**1.1 Nature and Scope of the Service:** The Service consists exclusively of the **intermediation** and management for the placement of trainees through our network of verified partner companies and accommodation collaborators. This process commences upon payment of **the Initial Fee**, covering the application review and preliminary search effort. Kamaway® acts exclusively as an intermediary and is not an employer, temporary work agency, training provider, nor does it assume any employer-related obligations or responsibilities under any circumstances. Kamaway® does not guarantee placement in any specific company and does not operate outside its verified partner network.

### 1.2 Elements Included (Final Payment €435.00 VAT Incl.)

The Final Payment entitles the Participant to:

- **Confirmed Internship Placement:** Formalization of the placement agreement with the suitable host company from our network.
- **Documentation support**, including learning agreements, and certificates of attendance.
- **Online coordination** between school, student, and company before and during the mobility.
- **Mediation and issue resolution** between student and company during the stay.
- **Standard support** Monday to Friday (09:00–18:00 CET).
- **Accommodation Reservation:** Option to reserve housing through our trusted collaborators (subject to previous approval and availability).
- **Pre-arrival coordination**, including introductions and practical first-day guidelines.
- **Advice on transport, leisure, and activities**, providing guidance on local options and practical tips.
- **FREE Discount Membership:** 90 days access to the local deals platform, **subject to the continued availability and operative conditions of the third-party provider**. Should the third-party provider cease operations, significantly alter their terms, or withdraw access, Kamaway’s obligation to provide this specific service is automatically terminated without replacement or compensation.

### 1.3 Exclusions (Non-Included Services)

The Service **DOES NOT** include:

- **Custom Search Beyond Network:** Personalized internship search outside our established partner network.
- **Physical Accompaniment:** On-site accompaniment or direct physical supervision during the stay (supervision is the sole responsibility of the Host Company's tutor).
- **External Accommodation Search:** Accommodation search beyond our verified network of trusted collaborators.
- **Emergency Support:** 24/7 or dedicated emergency support outside of our standard operational hours (Mon-Fri, 09:00–18:00 CET), unless an optional service is purchased.
- **Travel Logistics:** Flight bookings, visa application management, insurance, or airport transfers.
- **Teacher/Coordinator Assistance:** Coordination or support for visits, documentation, or logistics related to the supervising teacher or school coordinator.
- **Documentation Content Responsibility:** Kamaway's "Documentation support" (1.2) is strictly limited to the **management, forwarding, and coordination of the signature flow** of agreements and certificates. We **do not assume responsibility** for the creation, accuracy of content, or final legal validation of documents, which remains the sole duty of the Participant and/or their institution.
- **Teacher or Institutional Visits:** The Service does NOT include the coordination, management, or assistance of visits by teachers, school coordinators, institutional representatives, or third parties during the internship period.  
Any physical visit, follow-up meeting, or on-site supervision by teaching staff or representatives of the sending institution is strictly excluded from the standard B2C service and is not permitted unless expressly requested in advance, formally approved by Kamaway®, and contracted as an additional paid service.  
The only exception is a punctual accompaniment strictly limited to the initial presentation or first day, when expressly authorized by Kamaway®.  
Any unauthorized visit or direct interference by teachers or institutional representatives with the Host Company or accommodation provider shall be considered a breach of this Agreement and may result in additional charges, suspension of mediation, or application of the penalties set forth in Section III.

### 1.4 Optional Local Support & Services (Add-ons)

The management of any physical visits or in-person meetings during the internship is excluded from the standard fee. The following services are managed through verified local partners and have an additional cost (**VAT Inclusive Prices**):

- **Private Airport Transfer:** €60 (up to 2 persons).
- **24/7 Emergency Line:** €120 (up to 90 days). *Limited exclusively to situations involving police, hospital admission, or immediate risk to personal safety. Non-urgent or administrative matters are expressly excluded.*
- **On-Site Assistance:** €60 (per hour). *This service may include, when specifically requested, first-day company accompaniment or in-person support for administrative or professional matters*

**1.5 Recommended Minimum Lead Time:** To ensure optimal placement matching and adequate time for necessary documentation, the Client is strongly advised to submit applications at least **6 weeks prior to the intended internship start date**. Kamaway reserves the right to accept applications submitted after this period, but success is not guaranteed, and the Client accepts the associated elevated risk of unavailability.

## SECTION II: FEES AND PAYMENT TERMS

**2.1 Price and Structure:** The total price for the Standard Service is **€525.00** (including VAT), structured as follows:

- **2.1.1 Initial Fee: €90.00** (VAT Incl.) to cover application review and initial intermediation. This fee is **NON-REFUNDABLE** under any circumstance.
- **2.1.2 Final Payment: €435.00** (VAT Incl.) payable **only** upon **Formal Acceptance** of the candidate by a Host Company.

### 2.2 VAT Policy:

This Service is available to both individual Participants and companies, regardless of their country of residence or registration. The nature of this Service is strictly B2C, as it is provided directly to the Participant, even when the payment is executed by a company or institution.

Accordingly, all fees under this Agreement are subject to Spanish VAT in accordance with the applicable regulations.

The reverse charge mechanism (0% VAT) does not apply to this Service under any circumstance, including cases involving foreign companies or VIES-registered entities.

**2.3 Placement Confirmation Deadline:** Upon issuance of the Formal Acceptance (2.1.2), the Participant has a maximum of **3 calendar days** to complete the **Final Payment**. If the Final Payment is not received within this period, the confirmed internship placement will be automatically cancelled. The Initial Fee remains non-refundable under all circumstances as previously stipulated, and no additional refund or compensation shall apply.

**2.4 Execution by Conduct:** The execution of the first payment by the Participant (whether it is the Initial Fee, a discounted fee, or the Full Service fee) constitutes full and irrevocable acceptance of all terms of this Agreement, regardless of whether a physical or digital signature is collected.

## SECTION III: OBLIGATIONS AND NON-CIRCUMVENTION AGREEMENT

**3.1 Exclusive Communication Channel:** For all matters strictly related to the internship placement covered under this Service, the Participant must use Kamaway® as the exclusive communication channel with the Host Company.

**3.2 Prohibition of Direct Intermediation** The Participant is prohibited from directly contacting the Host Company for negotiation, modification, or management of the placement, unless prior written authorization is granted by Kamaway®. Communication allowed by the Host Company exclusively for daily operational matters does not constitute a breach of this clause.

**3.3 Mobility Duration, Attendance, and Validation Risk:** The Participant acknowledges that the internship duration is determined by the start and end dates stated in the Learning Agreement. The Participant must attend the Host Company until the final date, regardless of whether the required training hours have been completed earlier, unless express written approval is granted by the Host Company tutor.

The Participant understands that the Host Company may, at its sole discretion, refuse to validate or certify the internship if the Participant leaves before the agreed end date or fails to meet attendance requirements. Kamaway® assumes no liability for any academic consequences resulting from such decisions.

**3.4 Conduct, Attendance, and Termination by Host Company:** The Participant must comply with the Host Company's code of conduct, schedules, and attendance obligations. Repeated unjustified absences (including recurring absences on Mondays or Fridays) or serious misconduct constitute grounds for immediate termination of the internship by the Host Company.

Kamaway® is not responsible for daily monitoring of attendance and acts solely as an intermediary for mediation. Any termination initiated by the Host Company due to the Participant's conduct shall not entitle the Participant to any refund. In such cases, Kamaway's obligations under this Agreement shall be deemed fully performed, and Kamaway shall not be obligated to provide an alternative placement.

**3.5 Non-Circumvention (24-Month Protection):** The Participant agrees not to attempt to establish, negotiate, or arrange new placements directly with the Host Company introduced by Kamaway® during the internship period and for **24 months** after completion of the Service.

**3.6 Compensation for Direct Placement:** If the Participant establishes a new internship or work arrangement directly with the Host Company within the 24-month period, a compensation fee of **FOUR HUNDRED AND THIRTY-FIVE EUROS (€435.00)** shall be payable to Kamaway® as direct fee compensation.

**3.7 Contractual Penalty Clause:** Any breach of clauses 3.1, 3.2, or 3.5 shall entitle Kamaway® to claim a fixed contractual penalty of **ONE THOUSAND FIVE HUNDRED EUROS (€1,500.00)**, intended to cover administrative costs and loss of business opportunity.

This penalty shall be without prejudice to Kamaway®'s right to claim additional compensation solely in the event that the actual, demonstrable damages suffered exceed the amount of the contractual penalty.

### **3.8 Minors, Legal Responsibility, and Absence of Guardianship:**

The Service may include the placement of Participants who are under the age of eighteen (18), provided that all legal, academic, travel, and residency requirements applicable in both the sending and hosting countries are fully complied with.

Kamaway® does not provide legal guardianship, custody, or parental supervision services for minors. The Service is strictly limited to intermediation, coordination, follow-up, and mediation between the Participant and the Host Company, as expressly defined in this Agreement. These activities are provided equally to all Participants, regardless of age, and do not constitute legal responsibility for the minor.

In the case of minor Participants, full legal responsibility shall remain at all times with the sending institution, the Participant's legal parents or guardians, or a duly authorized accompanying adult (such as a teacher or designated representative), who must be formally appointed in writing. This responsibility includes, but is not limited to, travel authorization, accommodation requirements, medical consent, supervision outside the Host Company, and compliance with applicable local laws.

The Participant expressly acknowledges and accepts that Kamaway® assumes no liability whatsoever arising from the minor status of the Participant, including any incident, legal requirement, or third-party condition related to the absence or role of a legal guardian at destination.

### **3.9 Accommodation Rules, Third-Party Authority, and Termination:**

Where accommodation is arranged through Kamaway®'s network of verified collaborators, the accommodation provider acts as an independent third party and establishes its own internal rules, house regulations, and conditions of stay.

The Participant undertakes to comply fully with the accommodation provider's rules, including but not limited to conduct standards, noise policies, cleanliness requirements, guest restrictions, payment conditions, and respect for shared spaces.

The Participant expressly acknowledges and accepts that the accommodation provider reserves the absolute right to terminate the accommodation immediately, without prior notice, in the event of serious misconduct, repeated rule violations, non-payment, damage to property, or behavior that disrupts other residents or staff. Kamaway® does not act as an accommodation provider and assumes no responsibility for decisions taken by accommodation collaborators, including eviction, relocation, or modification of accommodation conditions. Any consequences arising from such termination, including the need to secure alternative accommodation, additional costs, or early departure, shall be borne exclusively by the Participant.

Termination of accommodation by the provider shall not entitle the Participant to any refund of the Service fees paid to Kamaway®, nor shall it be considered a failure of the Internship Placement Service.

## **SECTION IV: CANCELLATION, REFUND POLICY, AND VALIDITY**

**4.1 Initial Fee:** The Initial Fee of **€90.00 (VAT included)** is mandatory and **non-refundable**.

This fee exclusively covers the administrative, verification, and coordination procedures carried out prior to presenting the Participant to a Host Company.

Under no circumstances shall the Initial Fee be refunded, regardless of the outcome of the placement process, cancellation by the Participant, or failure to provide required documents.

**4.2 Cancellation by Participant (Before Formal Acceptance):** If the Participant withdraws the application before receiving a Formal Acceptance, the Initial Fee (€90.00) remains non-refundable, and no other payments or obligations shall apply.

**4.3 Cancellation by Participant (After Formal Acceptance):**

If the Participant cancels the Service after a Formal Acceptance has been issued and the Final Payment of **€435.00 (VAT included)** has been executed:

- The Initial Fee (€90.00) remains non-refundable.
- The Final Payment is also **non-refundable**, as it secures the confirmed placement and the associated documentation process. Cancellation constitutes a breach of the commitment to the Host Company.

**4.4 Cancellation by Kamaway® (Impossibility of Placement):** If Kamaway®, having received the Initial Fee, fails to secure a Confirmed Internship Placement (Formal Acceptance) within the mutually agreed timeframe (or within 90 days of application if no timeframe is set), the Initial Fee (€90.00) remains non-refundable.

No Final Payment will have been requested, and the Participant will not owe any further fees beyond the Initial Fee.

**4.5 Cancellation by Kamaway (After Final Payment):** If Kamaway® must cancel the Confirmed Internship Placement due to a failure solely attributable to Kamaway® (e.g., operational closure, network collapse), **100% of the Final Payment (€435.00 VAT included) will be refunded**, while the Initial Fee (€90.00) remains non-refundable.

**4.6 Replacement in Case of Host Company Cancellation:** In the event that the confirmed Host Company cancels the placement **after Final Payment has been made (€435.00 VAT included) but before the internship start date**, Kamaway® will:

- Provide up to **one replacement proposal** within **4 weeks** of the cancellation notice.
- If no suitable replacement is available within this timeframe, Kamaway® will **refund the Final Payment (€435.00)**.
- The Initial Fee (€90.00) remains **non-refundable** in all cases.
- Changes requested by the Participant for reasons unrelated to the Host Company's cancellation are **not covered**.

**4.7 Limit on Suitable Proposals** The Initial Fee (€90.00 VAT included) covers the presentation of up to **three suitable proposals** from Host Companies (i.e., proposals whose job description aligns with the academic competencies defined in the Candidate's corresponding Vocational Training module). Participants may reject any of these proposals; however, the Initial Fee does **not cover additional proposals beyond this limit**, and no refund of the Initial Fee will be issued. Any further proposals or changes may be subject to additional fees at Kamaway®'s discretion.

## **SECTION V: GOVERNING LAW AND JURISDICTION**

**5.1 Applicable Law:** These conditions shall be governed by the laws of the Kingdom of Spain.

**5.2 Jurisdiction:** For the resolution of any conflict arising out of or in connection with this Specific Agreement, the Parties agree to submit to the **exclusive jurisdiction of the Spanish courts**, waiving any other jurisdiction that may correspond to them.

**5.3 Language of Interpretation:** In the event of any discrepancy between different language versions of this Agreement, the English version shall prevail for interpretative purposes.