

EXCHANGE PROGRAMME TERMS & CONDITIONS (updated: 26 February 2024)

These Sejong Exchange Programme Student Terms and Conditions ("Exchange T&C"), which includes all appendixes and schedules, constitute a binding contract ("Agreement") between you (the student), and Sejong Korean Language School, wholly owned by Sejong Pte Ltd. ("SEJONG", our "Company" or "school") when you register for any classes/courses/programmes/events/excursions ("programmes") conducted by SEJONG, and will continue to bind you when you continue to attend such. If you do not agree with any of the terms and conditions herein, please do not register for any programme(s). You agree that it is your responsibility to update yourself of our terms and conditions herein (which may be amended from time to time in SEJONG's discretion) that will be made available to you via email dissemination prior to participating in said programmes. Failure by any student to object in writing to any of the Exchange T&Cs or withdraw from any programmes within ten (10) calendar days from the latest version of the Student T&Cs shall constitute the student's full acceptance of the Student T&Cs and all updates thereto.

Registration

1. The Exchange Programme programmes and intakes are made available via the exchange website www.sejongexchange.com and are subject to variation at any time in the discretion of SEJONG.
2. When registering for any programmes that has been announced as open for registration, a full payment of programme fees is required in order to secure a seat in the proposed programme.
3. Seats in programmes are reserved on a first-come basis and full payment is required in order to secure a seat in the programme. Registration for programmes will close when the programme is full.
4. Students and registrants' personal details are required for identification purposes. SEJONG reserves the right to refuse registration of any student/registrant; (i) who fails to provide the information as may be required by SEJONG for identification, verification, and/or registration of the student/registrant; and/or (ii) for any other reasons in SEJONG's sole discretion.
5. Students are required to meet certain requirements for programme registration. These requirements may be amended at any time at the sole discretion of SEJONG. Failure to disclose and provide evidence of prospective student's eligibility to meet the programme requirements will result in SEJONG's refusal to register the student. False or fraudulent declarations of meeting the programme requirements that are subsequently discovered, may result in expulsion and forfeiture of the programme.
6. SEJONG reserves the discretionary right to refuse programme attendance of any student despite registration having occurred, or expel existing students where SEJONG is of the opinion that there are any disciplinary or ethical breaches by the student, and will offer a refund of school fees paid toward the programme in the event of refusals or expulsions. The criteria for acts or omissions to constitute disciplinary or ethical breaches will be determined at the sole discretion of SEJONG's management.
7. After successful registration, students may withdraw from the programme and be eligible to receive a 50% refund of programme fees paid only if a strict minimum of 1 month (30 days) notice prior to programme commencement is provided. Any withdrawal from the programme with less than a month's notice will result in complete forfeiture of any programme fees paid.
8. Registrations into our programme(s) are strictly non-transferrable either to another person or for the same registrant's transfer to a later intake. Each student registration is accepted at the sole discretion of SEJONG.

Programme Disruptions / Changes / Adjustments

9. SEJONG reserves the right to offer a refund of any fees paid towards a programme in the event of the cancellation of programme commencement due to refusal or withdrawal of student registrations resulting in less than the minimum number of participants required for the programme to commence, or any circumstance where SEJONG is unable to fulfil the provision of programme that a registrant may have registered for prior to programme commencement.
10. In the event of unexpected developments and disruptions, SEJONG reserves to permanently cancel the commencement or continuance of the programme(s) before or after commencement with immediate notice. A full refund of any programme fees paid by the student to SEJONG will be assured. However, no compensation will be given for flight, accommodation or other expenses. Students are strongly encouraged to purchase travel insurance to cover unforeseen disruptions to their travel or programme related plans.
11. In the event of unexpected developments of disruptions affecting programme(s) on specific days, SEJONG reserves the right to make the necessary adjustments and changes in venue, programme duration, timeslot, agenda or postpone or cancel the day's agenda at our discretion. No compensation for changes, adjustments, replacements, or cancellation of such specific instances will be provided.
12. SEJONG reserves the right to provide relief or replacement teachers/facilitators/coordinators/personnel to take over the programme at any time in its sole discretion.

Programme Materials

13. Students registered in our programmes may be provided materials such as books, worksheets, notes, supplementary programme materials, art materials, listening materials, power point slides, digital material, web material and so forth. All such materials are provided and distributed at the sole discretion of SEJONG. Materials are strictly not for sale, distribution, translation, reproduction, or other forms of derivations.
14. In the event that a student loses, misplaces, or damages any of his/her materials, the student may write in to request for replacement materials to be provided to him/her. An administrative replacement and reprinting fee may apply.
15. All materials related to our programmes cannot in part or whole be reproduced for any purposes whatsoever, as they are provided to students for students to use in conjunction with the programme that the student has registered for.
16. All copyright, design rights, and any other intellectual property inherent in the SEJONG materials belong solely to SEJONG only (unless otherwise indicated by SEJONG at the relevant portion of the materials).
17. Taking of photographs, video-recording, and audio-recording of programmes and performing any of the aforesaid acts during a programme is not permitted unless specifically consented to by the teacher/facilitator/coordinator of the said programme for that specific limited section of the programme. In the event that any student wishes to video or audio record any part of any programme, the teacher/facilitator/coordinator, other students, or take a photo of the

teacher/facilitator/coordinator or any materials presented in the programme (including mind maps, diagrams, or programme content displayed on the white board, projector, paper board, black board), unless instructed by the teacher/facilitator/coordinator to do so, specific permission must first be sought from the teacher/facilitator/coordinator.

18. No student should take photographs, video-recordings or audio-recordings of any other student(s) unless specific prior consent has been procured from such other student(s).

Absenteeism, Replacement Lessons, Lesson Fofeitures

19. Fees paid toward any programme entitles the student to attend the said programme only. Students are not entitled to replacements or refunds for any part of the programme missed for whatever reasons. Any part of the programme missed are considered forfeited.

Certification

20. Exchange programme students will be eligible to receive a Certificate of Participation on achieving 80% attendance rate and complete all presentations and assessments. Selected students per cohort will be eligible to receive a Certificate of Merit instead of the Certificate of Participation. Selection for the Certificate of Merit will be made at the sole discretion of the programme facilitators and/or any appointed programme assessors.

PDPA

21. Students are taken to hereby provide consent and agreement to the collection, use and disclosure of Personal Data by **Sejong Pte. Ltd.** ("SEJONG") for the following purposes (collectively, the "Purposes"):-
- updating me on programme(s) that I have enrolled for** (*I am aware that if I do not agree to this, it will not be possible for SEJONG to follow up on my programme enrolment, and I will therefore not receive any registration confirmation, programme schedules, and other relevant information*);
 - using images, voice recordings, photographs, videos, or any other media collected during the programme for publication on advertising, promotional and marketing materials in relation to programme(s), services and products provided by SEJONG,
 - research and analysis;
 - transacting payments effected through SEJONG's website, associated online payment gateway, and/or any other payment modes accepted by SEJONG; and
 - delivering any materials, or other products or services that I may have requested;
22. Modes of communication to students include:
- Text messages / Whatsapp messages / Kakao messages
 - Emails
 - Telephone calls
 - Messages sent through social media channels
23. By registering for the programme(s), students agree to being added into a Whatsapp/Kakao group chat for ease of communication between programme participants where personal information such as names, ID, phone numbers, messages, statuses, pictures and other related information will be visible and disclosed to facilitators/coordinators/programme participants/external parties.
24. By registering for the programme(s), all students hereby further consent to the disclosure of their Personal Data to SEJONG's agents and third party service providers where such disclosure is necessary in relation to any of the Purposes, such agents and third party service providers understood to be facilitators, coordinators, other members of the programme via group chats/channels/email loops, teachers, administrators, telecommunications service providers, lawyers, accountants, auditors, credit card associations, financial institutions, payment processing clearing houses, website and email hosts, data storage companies, data management organizations, marketing companies, research and analysis companies. The aforesaid disclosure may include the transfer of student's Personal Data outside Singapore to which students consent as they understand that the aforesaid transfer and location of their Personal Data outside Singapore shall be protected by reasonable data security measures in compliance with the requirements of the Personal Data Protection Act 2012.
25. Students understand that they can at any time withdraw their consent given above, raise queries, request for access to and/or correction of their Personal Data, by contacting SEJONG at contact@sejong.com.sg. However, all withdrawals of consent for the school to contact students or retain student information may result in SEJONG being unable to fulfill its contractual obligations to the students and/or in following up on any requests. There is no refund for any fees already paid at that point.
26. By accepting these Exchange T&C, students warrant that all Personal Data provided by them during registration for programme(s) are accurate and complete, and such Personal Data belong to them.

Media Release

27. By registering for the programme, all students and participants agree that images, recordings and videos may be taken, edited and subsequently published in the discretion of SEJONG. Students consent to use their name and image in connection to the images/pictures/videos/media ("media") to be used for marketing, promotional, verification or other purposes for an indefinite amount of time. Students release SEJONG and its staff/teachers/facilitators/coordinators/employees/licensees and assigns from and against all claims they may have for invasion of privacy, defamation or any other cause of action resulting out of production, distribution, broadcast or exhibition of the media taken.
28. SEJONG wholly owns the intellectual property rights to all collected media. Accordingly, students and registrants hereby acknowledge that all intellectual property rights subsisting (or which in future subsist) in the media shall automatically, on creation, vest in SEJONG absolutely.
29. If any of the aforementioned media are shared with the programme participants, students and participants acknowledge that it shall be used for private viewing and enjoyment and not be published on any of their public or private channels without consent of SEJONG and all persons/entities/premises that may be viewed in the media material.

Disclaimer, Limitation of Liability, Indemnification

30. While we, SEJONG, have exercised due care and professionalism in the conduct of our programme(s) and preparation of all programme related materials, events and other deliverables, all aforementioned is provided "as is", "with all faults" and "as available".
31. Your attendance of our programme(s) and use of our materials is at your own discretion and risk. Neither SEJONG nor any of our teachers/facilitators/coordinators/external instructors make any claims, representations, warranties (express or implied) or promises about the accuracy, updateness, non-omissions, standards, correctness, fitness for a particular purpose (even if we have been informed in advance of such purpose), suitability for specific language or learning requirements, the achievement of any language proficiency, non-infringement or reliability of our programme(s) or programme materials. After having done your own due diligence checks and with due consideration, and therefore all enrolments for programmes, attendance at the programme, and use of our programme materials, is at your sole risk.
32. In no circumstances, to the fullest extent permitted at law, shall SEJONG nor any of its shareholders, directors, officers, agents, representatives, teachers, facilitators, coordinators, employees or external agents be liable for any damages, loss, loss of customers, lost profits, lost business, lost opportunities, loss of reputation, special damages, indirect or consequential loss or damages, howsoever arising or suffered as a result of your registration into, attendance at, participation in, or cancellation of our programme(s) or your use of programme materials (even if SEJONG has been advised of such use or reliance in advance) or SEJONG's breach of any provision herein these Exchange T&C.
33. In the event that SEJONG's liability to you in relation to our programme(s) and/or programme materials, cannot be fully disclaimed, you agree that SEJONG's total liability to you shall not exceed the fees that you have paid for the programme and/or programme materials from whereupon your claim arose, which you agree is a reasonable compensation amount taking into consideration the limited nature of SEJONG's services. Accordingly, you agree that upon receipt of the aforesaid refund from SEJONG, you will waive all rights against SEJONG and will make no further claims whatsoever against SEJONG and all its officers, employees, shareholders, agents, representatives, facilitators, coordinators and teachers.
34. You agree to indemnify and hold SEJONG and its shareholders, directors, officers, employees, representatives, agents, subcontractors, and licensors harmless from and against any and all claims, damages, costs and expenses, including but not limited legal fees and settlement payments on a full indemnity (solicitor-client) basis arising from or related to your breach of any of the provisions herein this Exchange T&C.
35. Students and registrants into the programme agree that the onus and liability of the student/registrant to check on the suitability to partake in any of the programme's activities, food and beverage, and practices in accordance to the student's individual moral, religious or ethnic practices, or physiological and psychological needs and well-being (such as allergies, halal food options, nature and intensity of programme activities, suitability for physical disabilities).

Governing Law, Dispute Resolution, Jurisdiction

36. This Exchange T&C, and accordingly your agreement hereto shall be governed by and construed in accordance with the laws of the Republic of Singapore, without reference to any conflict-of-law principles.
37. In the event of any disputes arising from this Student Terms and Conditions, your agreement thereto, any of our programme(s) and/or materials, you must first contact SEJONG's officer at contact@sejong.com.sg regarding your dispute, and use your best endeavours to amicably settle any dispute in good faith. We on our part will also use our best endeavours to amicably settle your concerns in good faith. However, if no amicable resolution is reached within 30 days, both parties agree to submit to the exclusive jurisdiction of the Courts of Singapore.