

VPCS AGREEMENT (Annexure 2)

SUB : WITH DRAWAL, CANCELLATION and REFUND POLICY

NAME AS PER PASSPORT : _____

NATIONALITY : _____ PASSPORT NO. _____

APPLYING COUNTRY _____

Mr./Ms. _____ (as per passport) bearing Passport No. _____

Nationality _____ (herein after called CLIENT) acknowledge and consents that the overall invoice amount (bill value) Invoice No. _____ will include the MENTOR CONSULTANCY SERVICES, REGN. LICENSE NO. _____ (herein after called MCS) consulting charge as well as any relevant service tax (17 percent). Nonetheless, only the MCS consulting cost would be refunded.

In the event of denial by the Immigration and Visa Authorities else any other specific reason, MCS will reimburse the appropriate fee according to the terms of the agreement. The refund will be processed on or after **fourty five working days** after the client submits the Refund Claim Form to MCS Office via authorized email id with proper acknowledgement required from the MCS Accounts Department. The client must provide a copy of the Authority's denial letter to substantiate the Refund Claim. MCS will not issue a refund if the customer fails to submit a copy of the rejection letter or stamp on the client's passport. In addition to the refund request form, the client must include a copy of the MCS payment receipt. In the absence of these papers, the customer will not be eligible for reimbursement.

The company is not liable for delays caused by courier providers or any third parties. Due to such external causes, the Client cannot request a return of service fees.

MCS is **not liable** for refunding any fees or other amounts/charges paid to any Assessing Bodies, Immigration Authorities, Embassy/Consulate/High Commission if the applicant does not receive approval/visa/immigration, or if his/her application is rejected or not accepted at any stage by any authority. The registration/processing fees solely cover the costs associated with the services provided by MCS and do not include application or evaluation fees. The applicant agrees to pay the full amount of any additional processing fees, if applicable.

If the application has been paid via an online card service, the client undertakes that he/she will not withdraw or be allowed to charge back the amount without the prior knowledge of MCS. Unless otherwise specified in the agreement and by the law in effect at the time in the state of Telangana, under the jurisdiction of Telangana, regarding refunds.

If the applicant has paid by Credit/Debit Card or Internet Banking, he agrees not to challenge the payment or alert the specified bank for a chargeback, demanding that the bank withhold or cancel the payment made to MCS by the applicant. In addition, the Applicant agrees to tell his banker that the payment made to the Company is legitimate and that the transaction is an exception to his request to cancel or charge back the payment in his favour, including circumstances of card abuse and loss. The applicant undertakes to comply with MCS if MCS needs to defend/represent the applicant before any bank/authority.

The Service Charges of MCS have no relation to market rates and are not required to be comparable to those of competitors, as they are only contemporary relative to the client-agreed-upon firm standards. Any post-registration accusations of being too expensive would not be considered, and the application would have no right to protest the same, as it was presented and conveyed through all available sources of information, and the customer was convinced prior to registering.

The applicant acknowledges that the immigration procedure may need proof of sufficient funds and other kinds of legitimate proofs, which vary by nation, method/category, and the applicant's application. The applicant agrees to give such monies as requested by the relevant immigration/other authorities, and failing to do so will not render MCS accountable for a return of

the service fees or a portion thereof. The money to be exhibited may range from INR 1 to 10 lakhs (the amount would grow if you are accompanied by dependents), as decided by the customer, and may be required for a length of time ranging from 1 to 12 months (estimated and subject to change). Failure to provide these documents while applying for a visa may result in a denial or rejection of the application.

In such circumstances, refund requests for service fees will not be honoured.

If the visa is denied for the reasons listed below, there will be no refund.

If the candidates do not appear for the visa interview

If the application does not satisfy the Embassy or Consulate's standards.

Failure of required medical exams by the applicant or his or her family members.

Failure to present a valid, less than three-month-old Police Clearance Certificate. Submission of fake documents.

Prior breach of any immigration or visa legislation by the applicant or any member of his or her immediate family.

Late submission of any additional papers subsequently required by the consulate. The customer does not achieve the requisite IELTS/French score to fulfil the qualifying requirements, as indicated by The Company's consultant.

If the client abandons his or her case within three months of enrolment, there will be no return **(Three months of non-communication with your Process Consultant shall also constitute abandonment.)**

The application or processing cost paid to visa authorities or any other institution is the client's responsibility and is not included in Prominent Overseas Careers' service fees.

MCS will not consider refund requests in the event of rejection.

- The client must provide Prominent Overseas Careers, within **30 days**, with all papers, forms, and information necessary for MCS to work on his documents and make them admissible before the proper assessment/immigration body. The client's failure to do the same would indicate that no advisory/consulting fee promised to MCS remains unpaid.
- The client will attend each interview, as and when required by the relevant visa processing agency, at his own expense and at the location specified by the visa agency, as well as promptly comply with every directive issued by the visa agency. The client's inability to do so indicates that MCS is owed no return whatsoever for any secretarial services rendered.
- It is acknowledged that immigration applications are never general, routine, or time-sensitive. Following the evolving needs of the procedure, the relevant case officer may seek new papers and request their submission to the relevant immigration authorities. No refund requests based on these grounds will be honoured.
- MCS will refund a portion of the service fee paid by the client if the immigration law changes after you have signed this agreement and during the processing of your application, rendering you ineligible to apply for the service for which you have paid in full (only if specified in the agreement). The refund will be processed within working days of The Company receiving the MCS Refund Claim Form. Client shall include a copy of his receipt for payment made to The Company together with the refund request form. This is also required for the client to be eligible for a refund.
- If you have signed up for the MCS service using the instalment payment option or made a partial payment, and the immigration law changes after you have signed this agreement or during the processing of your application, you are no longer eligible to apply for the service you have signed up for. Client shall not be entitled to a refund of any money previously paid to MCS as the initial instalment or any other partial payment.

The client additionally knows and agrees that there will be no refund or transfer of the MCS cost to a friend or family if he or she abandons his or her application or drops out of the process for any reason after signing up.

Client additionally knows and agrees that no refund or price adjustment will be made if he or she abandons the original service/process for which he or she has signed up and decides to transfer to another service/process with MCS or chooses immigration to a different nation.

MCS reserves the right to terminate/withdraw their services without a return of service charge if the applicant: Does not provide all required papers within one month from the date of registration, which is typically one month. seeks to smear the company's name in any way, which interferes with the business's operation or reputation.

> More than a month has passed without a response to the business's emails and phone calls.

> Withdrawal due to personal reasons

- > Failure of the applicant or his family to pass the required medical examinations
- > Failure to present a valid, less than three-month-old Police Clearance Certificate.
- > Inadequate settlement or maintenance monies provided by the applicant or his or her family members.
- > Prior breach of any immigration or visa legislation by the applicant or any member of his or her immediate family
- > Late submission of any additional papers subsequently required by the consulate.

The client will notify MCS of any news involving a change of housing/ mailing address, educational/specialized credentials, change of matrimonial position/service or company, newly born children, or any police/illegal case after the petition has been submitted and during the processing of the petition until the Permanent Resident Permit is discharged. The client's failure to do so will simply demonstrate that no advising fees paid to the immigration consultant are due for repayment.

The client will confirm to MCS if he/she wishes to use the alternative services of a global authorised assignee (Embassy/Consulate/Language test conducting centres/Health check conducting centres, etc.) and will also pay additional fees for such services to MCS, as per the SERVICE LEVEL AGREEMENT separately signed with the client. Any online payment will not include any fees owing to such globally authorised assignees (Embassy/Consulate/Language test conducting centres/Health check conducting centres, etc.) and will not be refunded under any circumstances.

MCS has not provided any form of assurance, advice, or commitment about employment aid or job assurance following the granting of a visa and arrival in a certain foreign country. Because MCS was unable to give a job guarantee overseas, the client will not be entitled to any refund of advisory/consulting/secretarial service fees already paid to MCS.

In the event of a conflict/dispute in the matter of the payment made by the client to MCS towards the duly executed SERVICE LEVEL AGREEMENT with THE COMPANY, THE COMPANY's liability—if it arises and is outstanding, whether monetary or otherwise—shall not exceed, and will be limited to the fees offered to THE COMPANY as advisor/consulting/secretarial fees as part of the duly executed SERVICE LEVEL AGREEMENT. Certain nations have a quota system, thus the acceptance of a visa/green card/permanent residency is contingent on the annual quota not being met.

If your refund request comes within the approved terms and conditions of the company and the service agreement, it would take sixty working days to process. Refund payments will be given in the form of a corporate check. The payment will be made payable to the individual listed on the order form and mailed to the address listed on the order form.

The service amount shown is for the entire service as of the date of registration, and it includes simply the individual application. Any assumption of extended services to family or children is at the discretion of the customer, but the firm is not liable for such assumptions.

MCS is obligated to protect the privacy and confidentiality of its clients. Consequently, MCS takes reasonable precautions to protect the personal information it collects from abuse, loss, and unauthorised access, alteration, or disclosure.

MCS may use and disclose the Client's (and, if applicable, the Client's family's) personal information for the primary purpose for which it was collected, for secondary purposes that are reasonably expected to be related to the primary purpose, and in other situations permitted by the Privacy Act. MCS will generally release the Client's personal information for the following reasons: to operate our business; to offer and promote our services; to interact with the Client; to comply with our legal requirements; and to help us manage and improve our services.

100% non-refundable if any embassy regulation or national immigration rule. Changes in immigration regulations are unpredictably dependent on a country's government decision. If a nation alters its immigration policies or ceases accepting visa applications, Prominent Overseas is not responsible for providing a refund.

Applicant acknowledges that capturing audio or video within MCS facilities is prohibited. Prominent is allowed to pursue legal action for Applicant's unauthorised conduct.

Any costs charged by MCS are for the supply of the Services detailed on our website. All fees are listed in Indian Rupees unless otherwise noted. You are responsible for paying all associated fees and taxes using one of our recognised payment methods.

We are a Registered Consulting Firm, without the power to issue you any type of visa. We can only aid and advise those who wish to relocate to or go to their chosen nation. Please remember that the relevant government department in each separate nation has the ultimate say on all visa applications.

Client accepts and understands that the business does not propose or compel any service/product/visa, etc., and that the proclamation of a certain service/product/visa, etc., is the client's independent decision and cannot at any time be construed as company judgment. The company advertises all items and informs customers of all options, from which the client chooses this service/product/visa without external pressure.

By signing/acknowledging/agreeing to this agreement, the applicant acknowledges that he or she has read, understood, and will continue to abide by all the terms and conditions. With a registered office in Hyderabad, Telangana, India, MCS is managed and controlled from India. This Agreement shall be governed by the laws of the Government of India and the State Government of Telangana concerning its legality, interpretation, and execution.

The parties to this agreement agreed to bring to the arbitrator all disputes arising from this contract. The provisions of the Arbitration and Conciliation Act, as modified from time to time by the government, will govern the adjudication of any disputes that may arise or be presented to an arbitrator by any party to the agreement. The civil court and all other courts are explicitly precluded from deciding any issues arising out of this contract, except arbitration. The fee of the arbitrator should be paid equally by the parties to the contract, regardless of who may seek arbitration.

Disputes concerning the provisions of this Agreement shall be resolved by a court of competent jurisdiction in the territory of the main office of MCS, i.e. the courts of HYD, Telangana.