

Y. ADARSH KUMAR
S.V.L.NO.11/2010
RL.NO.1-2-187 TO 154
94, MINERVA COMPLEX
S.D. ROAD
SECUNDERABAD - 500 003
LICENSE NO. 11/2012



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NON-JUDICIAL
STAMP DUTY

TELANGANA

Terms of Service

This **Service Level Agreement** is entered into by and between Bhavesh Gandhi

(hereinafter "**Client**") and **Y-AXIS Solutions Pvt. Ltd** (hereinafter "**Y-AXIS**").

- **Client ('You')** - means a registered customer of Y-AXIS paid a service fee for consulting services.
- **Y-AXIS** - means Y-AXIS Solutions Private Limited, trading as **Y-AXIS Overseas Careers**.

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide high quality consulting services that meets the need of an aspiring candidate seeking for an overseas career.

Client understands that by signing this Agreement, Client is engaging Y-AXIS to provide consulting services and agrees to the terms of this Service Level Agreement. This Agreement outlines the terms and conditions under which Y-AXIS will provide specified Services to the Client.

1. SUPPLY OF SERVICE (S)

You have signed up for VISA - Visit Visa for USA

Y-AXIS service includes counseling, advice and guidance on complete visa documentation. Upon receipt of service fee payment, Y-AXIS would appoint a Consultant to you who will assist you to analyze your profile as per visa & immigration norms and assist you to apply for visa petition with the appropriate visa issuing authority.

The Consultant assigned to you will coordinate and assist you remotely from the **Y-Axis National Processing Center** located in **Hyderabad, India**. Our Consultant will assist you with the service as per the service deliverable defined in the agreement. To provide consulting services our Consultant will correspond with you by the medium of telephone and emails.

Client understands that the fee paid towards a service is solely for the purpose of consulting and advisory assistance on visa application procedure. Any administrative & data entry services like form filling would be provided free of cost as a complimentary service.

Y-AXIS does not represent you formally and the service deliverables are limited up to consulting and advisory services pertaining to visa application processing. Y-AXIS does not submit any visa application or communicate directly with any visa and immigration authority on your behalf.

Engagement between Y-AXIS and the client is strictly confidential and Y-AXIS will not disclose or discuss any case related information or services with any third party enquiring on your behalf (including family) unless you provide specific instruction that the third party in question is authorized to do so.

Y-AXIS reserves the right to appoint a new Consultant, whether temporarily or permanently, to provide the service at any given point of time during the entire phase of association and without prior notice.

Where a time frame is specified, Y-AXIS will use its best endeavors to adhere to the given timeline. However, as every case is managed on an individual basis, the service may take longer to provide in certain circumstances. In such an event of delay, Y-AXIS shall notify the client for maintaining better transparency in client and service provider relationship.



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2. LIMITATIONS OF SERVICE

Your Consultant will provide advice based on the specific information you supply within the YAXIS application form, hence if limited detail is available, certain assumptions may be necessary.

As cases can vary considerably from client to client, any guidance or comments are personal and intended only for you and should not be applied to the circumstances of any third party.

The advice provided by your Consultant is communicated on the belief that it reflects current immigration laws, policies and regulations.

Client agrees and understands that Y-Axis Consultants will not review your documents unless we have received the Hard Copy of the Service Level Agreement. Therefore, please ensure that the duly signed Service Level Agreement is sent to us **immediately** from the date of receipt of payment of Y-Axis fee.

Whilst Y-AXIS and its Consultants endeavor to offer the best possible advice; immigration laws, policies & fees are subject to frequent change without notice.

Y-AXIS does not and cannot make any guarantees in relation to the approval or validity of any visa application made by you or by Y-AXIS on your behalf. The power to grant or refuse visa applications vests solely on the respective High Commission or any other government department authorized by law.

Y-AXIS is not engaged in rendering taxation, business, accounting, investment or other professional advice or services which are unrelated to immigration matters; unless expressly stated otherwise by Y-AXIS in relation to any particular Service being provided. Y-AXIS advises clients to seek separate independent professional advice regarding these matters.

The Client understands and agrees that:

- Y-Axis team will assist client with the visa application process and guide the client on the visa procedure.
- Y-Axis process timelines begin only once complete documentation has been submitted by the applicants.
- The visa Interview /appointment dates are at the discretion of the Embassy / Consulate. Appointment dates availability could change at any time and this is not in Y-Axis' control.
- The process timelines indicated by the Embassy/Consulate is at their discretion and to be used as a guideline only. The same can be changed by the embassy/consulate at anytime. This is not in Y-Axis' control.
- Y-Axis' Advisory fee is charged and limited to the following services only: expert guidance on visa documentation, strategy of client's case, filling up the respective visa application forms, mock interviews (if applicable) and formats of covering letters (if needed).
- In case of assistance with submission of visa application and collection of passports, Y-Axis offers Concierge Services at an additional fee. This service is not included in the Y-Axis advisory fee that is initially paid by the client.



Prizal

· Visa fee, courier charges, insurance fees, concierge fee, hotel accommodation, air-tickets or any other incidental charges will have to borne by the client at actuals and are not a part of the Y-Axis Advisory fee that is initially paid by the client.

· If needed and if advised by the Y-Axis Consultant, client will be willing to change their travel dates. This may occur due to non-availability of appointment slots or interview dates at the embassy/consulate/vfs or a higher processing time which would mean a delay in original travel dates.

· Visa dates are booked upon client's consent and visa fee once paid will not be refunded by the Y-Axis/VFS/Embassy.

· If client's travel plans change in future, client is not eligible to claim a refund of any fee paid to Y-Axis or to the Embassy.

· Client understands that some embassies/consulates require a personal interview before the visa decision and client may be required to travel to another city for the same.

· Client is permitted to change their travel plans but all additional costs associated with this change will be borne by the client only.

· Y-Axis acts as a visa facilitator only and has no control on the decision of the visa application.

The Client also acknowledges and agrees that Y-AXIS provides advice strictly in relation to the immigration policies and schemes and you will not make any representation to the contrary.

Visa Interview Dates

Y-Axis is not responsible & will not be held liable in the unlikely event that the interview dates are unavailable or available only after an extended period of time. This is not in Y-Axis' control & the client is not eligible for a refund based on the above situation.

Y-Axis' responsibility ends once the Consultant processes the client's application, prepares the petition, itinerary, accommodation booking (if needed), ticket booking (if needed), screening & advising on documents required to be submitted & preparing the client for a mock interview (as and when required).

Securing an interview date & document submission to the visa office is the client's responsibility. Y-Axis can only provide advice on the same but is not liable for either.

3. DISCLAIMER

The client agrees and understands that all the documents provided to Y-Axis for the immigration, study or job overseas programs are all Photostat copies of the originals which are present with the client. The client is required to provide the notarized copies of the originals which the client can provide for verification if needed, we do not collect any original documents except those mentioned as mandatory by the immigration authorities.

The client clearly understands and agrees that Y-Axis is not responsible for the authenticity of the documents -education, work or any other- provided by the client. Y- Axis does not conduct any checks of verification of the authenticity of the documents and is therefore not responsible for the genuinity of the documents provided by the clients.



Prajwal

The client agrees and understands that Y-Axis is only an advisory service provider, they do not promise you a job, visa or admission. They are in the hands of other authorities of the different countries on whom there is no control or influence of Y-Axis.

The client agrees and understands that Y-Axis is not a legal firm or attorney nor can it represent you on any legal matter. As your immigration and career consultants, they can only counsel you and advise on the best course of action and documentation.

The client also agrees and understands that Y-Axis not a recruiting or a placement firm. They support you in your job search by providing you a better resume, broadcasting it with tools available on the internet.

4. APPROPRIATE QUESTIONS

Y-AXIS reserves the right to determine in its absolute discretion what constitutes an Appropriate Question, however your Consultant may choose not to respond to a question that:

- Requires advice or opinions on issues unrelated to migration laws or regulations;
- Concerns a response that can only be determined by the discretion or internal policies of a third party (such as **High Commission or Consulate**);
- Calls for a recommendation as to a particular course of action that is unlawful;
- Cannot be reasonably interpreted in English, OR;
- Y-AXIS, in its absolute discretion, determines that a question is not appropriate.

Any questions deemed to meet these criteria, and hence be classified as inappropriate questions, if answered, be strictly an expression of general opinion only and do not form part of the Service. Y-AXIS advises you to seek independent professional advice on any matters unrelated to legal migration advice.

5. TERM OF TERMINATION

Y-AXIS is entitled to terminate this Agreement immediately where:

- Your Service is cancelled and a full or partial refund is provided to you;
- Y-AXIS reasonably forms the view that someone other than the Client is attempting to gain access to the Service for his or her personal benefit;
- There is any belief from your Consultant that you have provided false or misleading information;
- A period of two (2) months lapses during which you do not communicate with your Consultant, OR;
- You have not submitted the required documents in 30 days
- At the discretion of Y-AXIS, you behave in such a way that renders your Consultant unable to provide the Service(s) any longer.

6. Y-AXIS FEES

In consideration of the professional services rendered and to be rendered by Y-AXIS, the client agrees to pay a consulting fee of **Rs. 7500 + Tax** payable at the time of signing this agreement. Details of payment are mentioned on the last page of this agreement.

Refund in case of visa rejection by the High Commission:

In case of visa rejection, by the High Commission or any other government department authorized by law the refund eligibility will be as per the Schedule mentioned below:



A handwritten signature in dark ink, appearing to read "Priyanka", written over a horizontal line.

	Products	Product Value	Refund %	Refund Value
<input checked="" type="checkbox"/>	Visit Visa - Sector - A Country	7500	20%	1500
<input type="checkbox"/>	Visit Visa - Sector - B Country	6250	No Refund	Nil
<input type="checkbox"/>	Visit Visa - Sector - C Country	2500	No Refund	Nil
<input type="checkbox"/>	Business Visa - Sector - A Country	10000	20%	2000
<input type="checkbox"/>	Business Visa - Sector - B Country	6250	No Refund	Nil
<input type="checkbox"/>	Business Visa - Sector - C Country	5000	No Refund	Nil
<input type="checkbox"/>	Temporary Dependent Visa - Sector - A / B Country	12500	No Refund	Nil
<input type="checkbox"/>	Temporary Dependent Visa - Sector - C Country	5000	No Refund	Nil
<input type="checkbox"/>	Domestic Worker Visa Sector - A	15000	20%	3000
<input type="checkbox"/>	PR Dependant Visas Sector - A / B / C	30000	20%	6000
<input type="checkbox"/>	Student Visas - Sector - A / B / C	7500	20%	1500
<input type="checkbox"/>	USA Mock Interviews - Sector A	5000	No Refund	Nil
<input type="checkbox"/>	Work Visas - Sector - A / B / C	15000	20%	3000

The client understands and agrees that the total invoice amount (bill value) will include the Y-AXIS consultation fee, the applicable service tax, Swatchh Bharat Cess and Kalyan Krishi Cess (14% + 0.5% + 0.5% = 15%). However, the refund would be calculated only on the Y-AXIS consultation fee. The service tax, Swatchh Bharat Cess and Kalyan Krishi Cess component is paid to the Government of India and Y-AXIS does not reclaim. Hence, the service tax, Swatchh Bharat Cess and Kalyan Krishi Cess amount is non refundable.

(Temporary Dependent Visa refers to the student and work permit dependent category)

**** Priority Fee paid to prioritize your application process at Y-Axis is non-refundable.**

**An appeal can be made at no cost if there stands to be an option given by the respective consulate officer where you have applied for the visa. Withdrawal for personal circumstances is not entertained. Please do not put forward such requests which are very likely to be turned down by our client relationship officer.

Further, client understands and agrees that Y-Axis does not deal with cases where fraudulent documentation or information has been submitted. The client's case has been accepted by Y-Axis on the basis of the information the client has provided, which Y-Axis assumes to be true. Y-Axis is not liable or responsible if the client has provided incorrect/ misleading/ fraudulent documentation or information.

The client understands and agrees that Y-Axis does not provide clients with any kind of documents and works only on documentation that has been provided by the client. Y-Axis does not arrange for any documentation with regard to work experience, funds, education or anything similar. If the client submits any fraudulent documentation or information, the client is fully liable for all the consequences of the same. Y-Axis has accepted the client's application in good faith and assuming that the client has given 100% accurate and truthful information and the client hereby agrees not to hold Y-Axis liable if his application is refused due to fraudulent documentation or information.



Pragati

The client also understands that Y-Axis employees are strictly forbidden from indulging in any of the above. The client agrees that he/she will not collude with any Y-Axis employee - current or past - to procure any documentation or any fraudulent papers. The client agrees that if he has worked with any Y-Axis employee or any third party for the same, Y-Axis will not be held liable or responsible for the consequences.

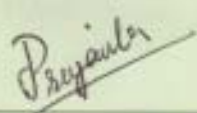
The client understands that Y-Axis will never, under any circumstances, make or procure any documents for him. The client has to submit the same and Y-Axis will process it with belief that the documents submitted by the client are 100% accurate, correct and true.

The undersigned below have read and agree to be bound by the refund terms as mentioned in the table above as of the date below.

Signature of the Client

22/10/2016

Date



Y-Axis Signatory

22/10/2016

Date



7. REFUND POLICY

The refund will be made within 10 working days after the client submits Y-AXIS Refund Claim Form to Y-Axis. Client will enclose a copy of the letter of rejection from the consulate to support the Refund Claim. If client does not enclose a copy of the rejection letter & rejection stamp on the client's passport, Y-AXIS will not refund applicable refund amount. Client will also enclose with the refund request form, a copy of his receipt for payment made to Y-Axis. Failure to enclose this will also make the client ineligible for the refund.

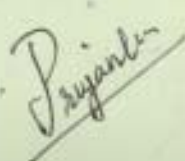
Refund for Student Visas / Work permits (Work Visa) / or settlement Visas:

In case of visa rejection, by the High Commission or any other government department authorized by law for Student Visa, work permits or settlement Visas 20% of the base amount paid to Y-Axis will be refunded upon providing evidence such as refusal letter issued from the respective consulate you have applied for the visa. Please note that the Refund will be applicable only to sector - A country Visas and not to sector - B & C as per table above.

Additional fee payable in case of dependant application: No Refund for PR Dependent Visas

Client accepts and understands that after the principal applicants dispatch to the Immigration Authority / Consulate and high Commission, if the principal applicant wishes to include his / her dependant there will be an additional application charge of Rs. 12,500 plus application service tax, Swatchh Bharat Cess and Kalyan Krishi Cess (14% + 0.5% + 0.5% = 15%) which is a non-refundable fee.





Y-AXIS will provide no refund if the visa is rejected for any of the following reasons:

1. Failure of medicals by the client or his or her family members included in the application.
2. Failure to provide a genuine Police Clearance Certificate, which is not less than 3 months old.
3. Failure to prove sufficient funds for settlement by the client or his or her family members included in the application.
4. Submission of fraudulent documents.
5. Prior violation of any immigration or visa law by the client or any of his or her family members included in the application.
6. Late submission of any additional documents requested by the consulate at a later stage.

No refund in case of Appeal handling

In the event, where a rejection of Visa by the High Commission or any other government department authorized by law allows the scope for the client to appeal on the decision received from the High Commission, Y-AXIS will adjust the refundable fee of 20% of the fee paid to Y-Axis towards processing of the appeal petition. In this case, there is no refund due from Y-Axis in case of the client getting rejected the second time around.

No refund in case of Re-application handling

In the event, where a rejection of Visa by the High Commission or any other government department authorized by law allows the scope for the client to re-apply within a period of 15 from the date of refusal or decision letter received from the High Commission, Y-AXIS will adjust the refundable fee of 20% of the fee paid to Y-Axis towards processing of the Re-application petition. In this case, there is no refund due from Y-Axis in case of the client getting rejected the second time around.

Client understands and accepts that Y-AXIS will do the Re-application petition if and only if it is informed within a period of 15 days from the date of refusal or decision letter received from the High Commission.

Client also understands and accepts that Y-AXIS will not adjust the refundable fee of 20% of the fee paid to Y-Axis if the client reverts with his decision beyond 15 days period from the date of refusal or decision letter received from the High Commission.

Other Instances of Refund

In the event that the immigration law changes anytime after you have signed this agreement, anytime during the processing of your application & due to this change of law, you are now ineligible to apply for the service you have signed up for, Y-AXIS will refund the applicable refund amount of twenty five percent (20%) of the Y-AXIS service fee paid by the client. The refund will be made within 60 working days after the client submits Y-AXIS Refund Claim Form to Y-AXIS. Client will also enclose with the refund request form; the signed agreement and a copy of his/her receipt for payment made to Y-Axis. Failure to enclose this will also make the client ineligible for the refund.

In the event of non-payment of fee or delay in payment of any installment or submission of any document to Y-AXIS as required by within a period of 30 working days from date of sign up, the case would be put under voluntary abandonment and Y-AXIS will not be liable to process the application further. In this case client will not be entitled to a refund of any fees previously paid to Y-AXIS.

Refund in case of withdrawal

Client also understands and accepts that no refund will be given if the client withdraws / abandons his or her application or decides to drop out, due to any reason, during the proceedings after he or she signs-up.



Prigyan

Penalty & Refund in case of non-submission of Documents

In the event of non-submission of any document to Y-AXIS as required by within a period of 30 working days, the client is liable to pay a percentage of the Y-AXIS fee as penalty to revive his or her visa application process. Hereby, the client is liable to pay a penalty of 25% of the Y-AXIS service fee to process his application further. Failure to pay this will result in closure of the case and Y-Axis is not liable to provide any further service or refund any percentage of the fee to the client.

In the event of any further delay after 60 days the case would be put under voluntary abandonment and Y-AXIS will not be liable to process the application further. In this case client will not be entitled to a refund of any fees previously paid to Y-AXIS.

Client understands and accepts that the approval of his or her visa application is purely at the discretion of the High Commission or any other government department authorized by law. Y-AXIS hereby provides processing services, which increases the chances of visa grant or approval. Y-AXIS, in no way, guarantees that the client will receive Visa from the High Commission or any other government department authorized by law.

8. OTHER FEES & COSTS

Where possible, Y-AXIS charges 'one flat fee' which entirely covers the Service(s) being provided. However, you acknowledge that as part of the visa application process, various additional fees will apply, such as Visa fee and document certification costs.

These fees are not payable to Y-AXIS, but directly to the relevant body providing that service and Y-AXIS does not benefit from nor is it responsible in any way for these auxiliary costs.

Where applicable to the Service(s), your Consultant will provide you with an approximate indication of the fees that you can expect in relation to your application and when each cost will be payable. In the interest of the client, they are advised to collect invoice or receipts for all the charges paid to Y-Axis or its consultants - this may include courier charges or any other miscellaneous charges

9. GENERAL

The Client agrees that the terms and conditions of this Agreement are for the benefit of Y-AXIS and each of its employees is enforceable at the suit of any such person.

Y-AXIS is operated and controlled in India with its registered office at Hyderabad, Telangana. The laws of the Government of India and State Government of Telangana will govern the validity, interpretation and performance of this Agreement. The courts in Hyderabad, Telangana alone shall have jurisdiction to try any dispute between the company and any person arising out of any issue concerning the company.

The Client warrants that all the information provided by him or her to Y-Axis Solutions Pvt. Ltd. is honest, truthful and accurate and also understood that any inaccuracy with respect to the same may affect the outcome of his or her application.

The undersigned below have read and agreed to be bound by this Agreement executed as of the date below.

Signature of the Client

Bhavesh Gandhi

Full Name

22/10/2016

Date

Y-AXIS Signatory

Priyanka Patil

Full Name

22/10/2016

Date



Priyanka

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Signature of the Client

Bhavesh Gandhi

Full Name

22/10/2016

Date

Y-AXIS Signatory

Priyanka Patil

Full Name

22/10/2016

Date



Priyanka

10. PAYMENT

Payment Received:

1. Received Rs. 7500 + Tax on 22/10/2016 by Cash/Cheque # Credit card
drawn on _____ Bank. Receipt no. 2016-2017/04/6/2248
2. Received Rs. _____ on _____ by Cash/Cheque # _____
drawn on _____ Bank. Receipt no. _____



* Please cancel whichever is not applicable. * Y-AXIS Stamp & Consultant signature above on each clause for each payment received.

Payment Due:

1. Due Rs. _____ on _____
2. Due Rs. _____ on _____

* Please cancel whichever is not applicable.



Priyanka

Priyanka