

THIS SERVICE AGREEMENT IS EXECUTED at Ernakulam on the Twentieth Day of February, Two Thousand and Twenty One (20-02-2021) **BETWEEN** M/s. GODSPEED IMMIGRATION AND STUDY ABROAD PVT LTD, CIN: U74999KL2018PTC054866

(A company incorporated under the Companies Act 1956 having its registered office at Door No:50/380 B2, First Floor,National Nandanam, Palace Road, Edappally, Cochin-682024) represented by its Director, Mr.Anoop Kumar T.K ,S/o T.P.Kesavan Nair, (hereinafter referred to as **GODSPEED IMMIGRATION**)

AND

Shivam Singh (hereinafter referred to as **CLIENT**)

GODSPEED IMMIGRATION is a consultancy engaged in providing necessary consulting services, secretarial services, advisory services, guidance and assistance for persons interested in applying for Permanent Residence Visa in Canada.

CLIENT is an individual who approached the Godspeed Immigration for availing their consulting services, advisory services, guidance and assistance in TEST .However, the Client can include additional applicant / members during the process, subject to terms and conditions agreed upon by the parties.

NOW THIS SERVICE AGREEMENT WITNESSETH AS FOLLOWS:

1. CHAIN OF SERVICES

- a) Godspeed Immigration offers the best possible services from their part to achieve the aim of the Applicant/Applicants.
- b) Godspeed Immigration will be liable in providing consulting services, advisory services, guidance and assistance to the Applicant/ Applicants.
- c) Godspeed Immigration will appoint a Documentation Analyst to assist the Applicant/Applicants.
- d) Documentation Analysts will analyze the profile as per immigration norms and assist the Applicant/Applicants in filing for Permanent Residence Visa application.
- e)Godspeed Immigration may also appoint additional members and reserve the right to appoint a new Documentation Analyst at any point of time in the service period for assisting the Applicant/Applicants.

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f)Godspeed Immigration will offer the Applicant/Applicants with sample formats of past authorizations, which they could utilize to determine the specific criteria of their assessment and/or petition on request if required

g)Godspeed Immigration will attempt to provide alternatives, if at all there is any, in situations where it becomes impossible for the Applicant/Applicants to procure documents

h)Applicant/Applicants would be updated on the application status and assist the client to prepare the documents to suit the requirement if the eligibility accommodates

i)For providing Consulting services the Documentation Analysts uses medium of emails and telephone. Documentation Analyst will assist the Applicant/Applicants with the services as per the service deliverables.

j)Godspeed Immigration may introduce a CRM Portal for better communication in the service and the Main Applicant will be provided with a space in the portal.

k)Godspeed Immigration shall conduct a re-evaluation on the profile of the Applicant/Applicants through their Documentation Team regarding the eligibility for the service as per the prevailing immigration rules. The re-evaluation will be on the basis of the information provided by the Applicant/Applicants. If the Applicant/Applicants is found ineligible in the re-evaluation, the service charges excluding tax (if paid to Government) will be provided by 15 working days from the date of signing the Refund Agreement. However, the Applicant/ Applicants is found eligible in the re-evaluation, Godspeed Immigration shall proceed further.

2. SERVICE DELIVERABLES

a.Consultation for the Applicant/Applicants regarding the migration process,

b.Guidance on Educational Credential Assessment

c.Document checklist required for filing online applications involved in the process,

d.Provide sample documents template,

e.Reference Letter Templates,

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f. Police Clearance Certificate procedure,

g. Guidance on Medicals,

h. File online application form to create profile in Express Entry pool for Main Applicant,

i. Provide assistance for Visa filing on receiving invitation to apply,

j. Create Job bank's job Seeker profile,,

k. Guidance on Settlement fund criteria,

l. Provide adequate information which might help to procure the documents.

m. Shall properly scrutinize the details and document provided by the Applicant/Applicants. If any additional information or documents are required, it will be informed to the Applicant/Applicants.

n. Shall provide one month part time online IELTS coaching to the Main Applicant or Co-Applicant

The service deliverables are limited consulting services, advisory services, guidance and assistance in visa application process.

4. ONLINE CONSULTATION

The queries of the Applicant/Applicants will be answered over phone, through email, WhatsApp or through the portal with related to the service deliverables. The queries/doubts of the Applicant/Applicants will be answered within reasonable time. Godspeed Immigration may take additional time to answer, to ensure the quality and accuracy of the services.

Godspeed Immigration will update the latest changes in the applications filed and help the Applicant/Applicants upgrade accordingly. The Documentation Analyst will provide update on the status of the application filed over phone and/or by email. In very infrequent situations, there might absolutely no communication/update from the Documentation Team, where the file has been submitted with the Immigration/other bodies that do not encourage emails/phone calls/any form of enquiry but will only communicate the result or any holding of applications and no further communications can be expected from them until they announce one. The Applicant/Applicants have to wait patiently without panicking as the whole process has to go through a system designed by immigration authority of concerned country.

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5. LIMITATIONS

Godspeed Immigration uses its best endeavors to adhere to the given timeline.

Godspeed Immigration provides assistance based on the information and documents furnished by the Applicant/Applicants. Hence certain assumption may be necessary, if limited details are provided.

The advisory and consulting services provided are based on the prevailing laws, policies and rules.

Godspeed Immigration does not and cannot make any guarantees in relation to the approval or validity of any visa application submitted to any visa authority. The power to grant or refuse visa applications vests solely with the government department authorized by law.

Godspeed Immigration does not represent the Applicant/Applicants before any immigration authority and does not submit any application on behalf of the Applicant/Applicants. Godspeed

Immigration is a consultancy only and does not represents/associates with any Immigration Authority. The Applicant/Applicants are responsible for their application and the services provided by Godspeed Immigration are only secretarial service. Without limiting the effect of any other provision of this Agreement, it is mutually agreed by the parties that the total liability of Godspeed Immigration arising in any circumstances, and whether under this Agreement or otherwise, will be limited to the either supplying the Service(s) in question or refunding the amount paid under this Agreement.

The consulting provided by the Documentation Analyst is in accordance to the ongoing visa rules and if there are any subsequent additions or documentary requirements by the immigration authorities Godspeed Immigration can only communicate the same to the Applicant/Applicants, but is not liable to be responsible for this communication. In such circumstances the Applicant/Applicants not being able to provide the required additional documents and expresses his/her wish to stall the process, it will be termed as a withdrawal from the process of Permanent Residence visa.

6. IMPLIED TERMS AND CONDITIONS

Godspeed Immigration cannot entertain any deadlines for the Permanent Residence Visa process as the whole process has to go through a system designed by concerned authorities. However, every application has its own uniqueness and service may take longer to provide in certain circumstances. Godspeed Immigration shall inform the Applicant/Applicants about the delay to maintain the transparency in services.

The client clearly understands and accepts that Godspeed Immigration is only an advisory service providing consultancy and is not liable or responsible for provision of any documents, arrangement of funds or is not an authority for Visa grant or approval.

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The submitted online application filed can be updated during the processing of the Application by concerned authority. The application should be handled with utmost care. Hence, the login credentials for filing the Application of Applicant/Applicants will not be shared to the Second Party/ Applicant/Applicants to avoid happening of any accidental error in the online application submitted in any stages of the process. However, the Client/Main Applicant will be provided the acknowledgement for application

To the extent permitted by law, Godspeed Immigration specifically disclaims all warranties whether express, implied, statutory or otherwise relating in any way to this Agreement, including, without limitation, any warranty that the Services provided under this Agreement are fit for a particular purpose.

The Client acknowledges that he/she has exercised and relied upon their own skills in determining whether the Services provided under this Agreement meet their particular requirements, and that he/she has not relied on any statement or representation made on behalf of Godspeed Immigration.

It is informed that as a part of processing the application, the concerned Authorities may change their selection criteria or the procedure for processing the application which is beyond the control of Godspeed Immigration and the Applicant/Applicants agrees to abide by such changes to suit the visa requirements within his eligibility limits.

The Applicant/Applicants agrees to attend for a personal interview or submit some additional documents if demanded by the concerned authorities

If the Applicant/Applicants are found ineligible due to non disclosure of material facts or had provided any false information in case of re-evaluation, refund will be provided after the deduction of Registration Fees and GST.

The client agrees for any registration for the same or a different country of his eligibility before this service arrangement date with Godspeed will be nullified and no claim for the service or the charge can be claimed until it is given in writing by Godspeed.

Incase of payment made through Credit card or Netbanking, the Applicant/Applicants undertakes voluntarily and he agrees not to dispute the payment or notify the respective bank for a charge back or withhold of the payment. The applicant further agrees to inform his banker that the payment made to Godspeed Immigration is genuine. The transaction cancellation request could be an exception if his card is misused or lost either by him or anyone. The applicant agrees to cooperate with Godspeed Immigration in this aspect, in case Godspeed Immigration wishes to defend/represent the matter in their favour before any bank/ authority.

7. LIABILITY

It is understood that the information provided by Godspeed Immigration in relation to the processing requirements and queries of the clients are based on the prevailing rules and regulations, procedures and practices concerning respective areas of activities within their knowledge and reach and the opinion given by them is based on the same and the details provided by its clients and documents furnished by them, which is not an assurance of the end result.

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In case of any change in the above rules and regulations, procedures and practices during the process of any services being rendered to the clients and the consequential impact on the said process, which is beyond their control and reach, Godspeed Immigration cannot be held responsible or liable to any person in any manner whatsoever.

The service charges paid are solely for the purpose consulting services, advisory services, guidance and assistance pertaining to Permanent Residence Visa Application processing. It is informed that any administrative and data entry services like form filling would be free of cost as a complimentary service.

Employees are strictly prohibited from charging the candidate any fee other than the fee prescribed by Godspeed Immigration for which a company receipt will be issued.

The Applicant/Applicants cautioned not to be influenced by any employee who makes a false promise to you regarding getting you a job for any additional fee.

Godspeed Immigration shall not be accountable in getting the documents attested or formatted. It is the responsibility of the Applicant/Applicants to do so.

Godspeed Immigration will not be liable or responsible for any losses or damages suffered by you.

Godspeed Immigration is responsible or liable for deliverables mentioned in the Agreement.

ANTI - FRAUD POLICY

Godspeed Immigration follows a strict anti-fraud policy and employees are to abide by the policy. It is informed that Godspeed Immigration does not deal with fraudulent documentation or information submitted. The profile of the Applicant/Applicants has been accepted on the basis of the information provided, which assumes to be true. Godspeed Immigration is not liable or responsible if the Applicant/Applicants have provided incorrect/misleading/ fraudulent documentation or information.

The employees are strictly forbidden from indulging in any fraudulent activity. The Applicant/Applicants understand that he/she will not collude with any employee of Godspeed Immigration – current or past – to procure any documentation or any fraudulent papers.

The Applicant/Applicants agrees that if he/she has worked with any employee or any third party for the same, Godspeed Immigration will not be responsible for the consequences. The Applicant/Applicants understands that Godspeed Immigration will never, under any circumstances, make or procure any documents for him. The Applicant/Applicants has to submit the same and will process it with belief that the documents submitted by the client are accurate, correct and true. In case of fabricated or fraudulent documents or procedures, the client shall be solely accountable for prices and effects emerging thereof.

8. INDEMNITY

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Godspeed Immigration has accepted the client's application in good faith and assuming that the Applicant/Applicants has given accurate and truthful information. The Applicant/Applicants agrees that Godspeed Immigration will not be held liable or responsible for the consequences, if his/her application is refused due to submission of fraudulent documents or information. The Applicant/Applicants indemnifies the Godspeed Immigration from any Legal Action for submitting such documents or furnishing such information.

Anti fraud policy - The Client agrees that he will not pay any employees of Godspeed Immigration any additional fee for any service outside this agreement. These fees will not be paid to the employee or anyone referred by the employee.

Godspeed Immigration takes no responsibility, will not be liable to process the file or refund any payment paid to Godspeed Immigration. Godspeed Immigration reserves the right to take legal action against employee and client/Applicant who pays the employee for services outside the scope of the agreement.

It is informed that there are possibilities for change in the Government Regulations and if Godspeed Immigration is unable to proceed further with the application of Applicant/Applicants, the process is considered closed.

The rules and procedure regarding the migration process is subject to changes from time to time and the applicant/applicants undertakes to wait for the process to be completed as per the changed condition.

The Client/Applicants indemnifies Godspeed Immigration against any loss, action, proceedings, costs, claims and damages which may be caused directly or indirectly by any breach by the Client/Applicants of their obligations under this Agreement.

9. CONSULTANCY SERVICE CHARGES

The service charges for the services rendered by the Godspeed Immigration to the Client will be Rs. _____/- (Rupees _____ Only) plus tax, including Registration Fees.

a) The Godspeed Immigration hereby admits and acknowledges sum of Rs _____ (Rupees _____ Only) from the Client, which includes Registration Fees of Rs _____/- (Rupees _____ Only) plus tax and stamp charges, upon verbal agreement entered by the parties. Balance will be paid in the following manner.

b) Rs _____/- (Rupees _____ Only) plus tax on or before _____.

Apart from the above service charges, the Applicant/Applicants shall also be bound to pay the non refundable fees for Educational Credential Assessment (any Assessment Body which is

applicable), Government fees and other charges, through Credit Card or any other way required as intimated by the Godspeed Immigration, which is at present as follows:

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Fees for Education Credential Assessment through World Education Services (WES) for Each Applicant : CAD \$ ____

Fees for Education Credential Assessment through Comparative Education Services (CES) for Each Applicant : CAD \$ ____ for a single Credential and CAD \$ ____ for each additional Credential.

Fees for Education Credential Assessment through International Credential Assessment Service of Canada (ICAS) : CAD \$ ____

Fees for Education Credential Assessment through Pharmacy Examining Board of Canada (PEBC) : For Enrolling in the Pharmacists' Gateway Canada - CAD \$ ____ & For Document evaluation with PEBC - CAD \$ ____

Visa application Fees of Canada Government for Each Applicant (Above the age of 21) : CAD \$ ____

Right of Permanent Resident Fee for Each Applicant (Above the age of 21) : CAD \$ ____

Visa application Fees of Canada Government for each child (Below the age of 22) : CAD \$ ____

Biometric Fees for each Applicant (Above the age of 14) : CAD \$ ____

Above mentioned Educational Assessment body fees and the other Government fees are subject to variations due to the decisions of the concerned authorities and Government from time to time. Godspeed Immigration shall not be liable for any changes in the above mentioned Educational Assessment body fees and the other Government fees for any such reasons.

The Educational Credential Assessment can be done through World Education Services (WES)/Comparative Education Services (CES)/ ICAS/any other body (whichever is applicable).It is highly advisable to conduct the Education Assessment and of the Co Applicant (if included and eligible) during the Process.

Provincial Nominations:

a)The Government Fees required for Province Nomination Program may be applicable depends on the concerned province.

b)Provincial Nomination program can be applied as per the availability of the Province only.

c)Receiving invitation for Province Nomination Program depends on the decision of the concerned Province only.

It is informed that at the time of submission of PNP Applications may not be under the control of the first party on account of various factors which includes and not limited to absence of relevant occupation in the demand occupation list of the provincial Nominee program or change in occupations, announcement of unexpected call for PNP application submission, overloading of provincial submission systems or failure of IT systems, pick-up of a provincial application from the express entry pool.

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It is also informed to the client that Godspeed Immigration is not responsible for a refund of any fees that has been paid to Assessing Bodies/Consulate/ Immigration Authorities in case of candidate is approved/denied for his application by any sort of authority. The registration/processing cost only consist of the firm's services and are exclusive of other fee. These fee needs to be paid to appropriate bodies directly. Godspeed Immigration would assist through the process for the same.

10. PRODUCT DETAILS

It is informed that upon meeting the criteria of immigration programs through online application process, application will remain in a pool of Applicants for a period of 12 months.

Filing an online application does not guarantee that client will receive an Invitation to apply (ITA) for permanent residence.

Applicants whose application are in the pool and selected through draw process are expected to receive Invitation to apply for permanent residence. Applicant who receives Invitation will have 60 days to submit complete application for permanent residence. Failure to submit online application with complete set of supporting documents within 60 days will lead to cancellation of Invitation.

Additional Applicant/Members - It is informed that if the Client/Main Applicant intends to include additional applicant/members during the process, before Receiving 'Invitation', additional Consultancy fee (Rupees _____ for each member) and Government fees will be applicable.

Additional Services - Any services which are not specified and requested by the client, will be settled with additional consultancy and applicable Government fees by the Client. Any additional services should be mutually agreed, acknowledged by the parties and it will form the part of the agreement.

It is agreed upon by the parties that non-payment or delay in payment of any installment above shown will make the Godspeed Immigration entitled to terminate this agreement or to delay the performance of remaining acts from their part. Apart from the same, the Godspeed Immigration shall also have the right to claim and realize whatever amounts due to them from the Client under this agreement along with interest and damages. In case of any delay in payment of Installments for more that 15 days from the due date, additional penalty of 2% of the Installment will be applicable.

11. VALIDITY

The validity of the Agreement will be for 24 months from the date of Agreement or visa grant, which ever is earlier.

It is mutually agreed upon by the parties that the Agreement can be extended for a period of six months, by paying additional nominal non refundable fee of Rs.25,000/- (Rupees Twenty Five thousand only) plus tax.

If the application has not received an 'Invitation to Apply' from the concerned Government Authority within the validity period of the Profile created in the Express Entry pool, the online application the Applicant/Applicants will be resubmitted into the Express Entry pool. In such cases, the refund clauses will not be applicable.

In the event, if Applicant/Applicants who receives 'Invitation to Apply' fail to submit the online application for Permanent Residence within stipulated period, the invitation will get cancelled. If the

Applicant/Applicants want to resubmit the online application, the service will be provided and is subjected to an additional nominal non refundable fee of Rs.25,000/- (Rupees Twenty Five thousand only) plus tax. It

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is mutually agreed upon by the parties that the services will be extended for a period of six months. In such cases, the refund clauses will not be applicable.

However the first party will extend their services for visa filing if visa application is to be filed within validity period.

12. RESPONSIBILITIES OF THE APPLICANT/APPLICANTS

a) The Applicant/Applicants should submit the original/certified copy of the personal documents, educational documents, employment certificates which includes and not limited to Reference Letter.

b) The Applicant/Applicants takes the onus of giving all the material information and documents which is relevant for application.

c) The Applicant/Applicants agrees to meet all the requirements of the concerned authorities.

d) The Applicant/Applicants understand that any failure to submit the documents is a failure from his/her side and Godspeed Immigration is not responsible in any way.

13. CONFIDENTIALITY

Godspeed Immigration is dedicated to keep the confidentiality of the Agreement and will not discuss any information pertaining to the Applicant/Applicants or services to any third party, unless authorized to do so. However reserves the right to showcase this work as part of its portfolio of work done to other potential clients in order to solicit further work.

14. DISCLAIMER

The Permanent Residence Visa is a visa for migration and not a job visa.

It is informed that Godspeed Immigration is not responsible for the authenticity of the documents submitted by the Applicant/Applicants. It is not possible to conduct any verification of the authenticity of the documents and hence not responsible for the genuinity of the documents provided by the Applicant/Applicants.

It is also informed that Godspeed Immigration accepts the soft copy of the documents and notarized copies of the originals may be required for verification during the process.

Godspeed Immigration is not a recruiting agency and does not represent any recruiting agency or employers.

Godspeed Immigration is not a legal firm working on behalf of the Applicant/Applicants before any authorities. Godspeed Immigration as an immigration consultancy providing advisory service have limited mandate and understanding the same has agreed to proceed with the process. Godspeed Immigration is liable only in providing guidance and is limited in providing document checklist mentioning documents required for filing online applications involved in the process, providing formats, providing guidance in procuring documents from concerned places but will not collect documents on behalf of the Applicant/Applicants.

The process is customized and variety of further documentation might be required to complete the process and time frame may vary.

Godspeed Immigration, a private limited company not being part of any government authority/organization or embassy, do not have the authority to approve any application/to grant any visa. The final decision on all applications rests with the relevant government department in respective country. Godspeed Immigration does not guarantee any kind of employment to the Applicant/Applicants.

The Documentation Analyst may not 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
- Calls for a recommendation as to a particular course of action that is unlawful;
- Cannot be reasonably interpreted in English, OR;
- Godspeed, in its absolute discretion, determines that a question is not appropriate.

Godspeed Immigration does not guarantee any jobs after the visa approval. We help assisting the clients in uploading resume in websites etc and we do not lodge other than help the applicants with our past candidates recommendations. These services should not be billed for or to be taken as civility worth added solutions.

15. OTHER TERMS

If the Client has any objection about any of the acts/services rendered by Godspeed Immigration, he/she should raise such objection at the earliest in writing and the first party shall be bound to explain to the second party or rectify the defect if any.

It is informed that the Canada Authorities need proof for the possession of sufficient liquid funds during the application processing as per the Canadian Government's policy on settlement funds.

16. TERMINATION

The client can cancel or terminate the agreement on his/her own personal reasons or due to the change in the personal circumstance of the Applicant/Applicants.

It is mutually agreed upon by the parties that the Godspeed Immigration has the right to terminate/withdraw their services without refund of service fee if the Applicant/Applicants

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- a) do any activity, which tampers the functioning of the business or goodwill or reputation of the first party
- b) received Invitation and not submitting documents
- c) fail to attend the visa interview, if scheduled.
- d) fails to provide/submit/submit lately,the additional documents demanded by any Authorities.
- e) does not submit required documents within a period of 90 days from date of request by the first party or doesn't respond to the mails/calls made by the first party for a period of more than 90 days
- f) behave in such a way that a reasonable person cannot provide any service but not limited to violent and abusive behaviour.
- g) Service provided is utilised for a third party
- h) fails to get the certificates like Police Clearance Certificate, Medical Certificate etc. within the specified time,
- i) have any previous violation of immigration or visa rules.
- j) has not disclosed any material facts which affect the processing of the application.
- k) fail to provide the IELTS certificate with required score which is mandatory.

General Terms

Unless the context otherwise requires references to clauses are to clauses of this Agreement, the singular includes the plural and vice versa, where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning, and a reference to any statute, includes any amendment, consolidation, modification, enactment or reprint of it or any statute replacing it.

17. FORCE MAJEURE

Any obligation of a Godspeed Immigration under this Agreement may be suspended during the time and to the extent when Godspeed Immigration is prevented from or delayed in complying with that obligation by an Event of Force Majeure which is not under the reasonable control which includes and not limited to Any acts of God, natural disasters or wars etc. Godspeed Immigration will not be responsible for any damage, increased costs or loss which Client may sustain by reason of such failure or delay of performance. Such

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failure or delay will not be deemed a breach of this Agreement.

18. REFUND POLICY

The Client shall be eligible for the refund of the service charges paid, in following ways, provided the service charges has been settled in lump sum and not in installment mode :

A refund of 50% of fees paid (excluding Registration Fees, Stamp Charges and GST) is refundable if the Educational Credential Assessment is rejected after applying appropriately using the services of the Company

A refund of 25 % of fees paid (excluding Registration Fees, Stamp Charges and GST) is refundable, if Visa Application is refused after applying appropriately using the services of the Company.

The Company shall deal with applicant professionally and will not be responsible for personal situations in the life of Applicant/Applicants. As such if the Client/Applicant withdraws from the service on his own accord, due to his personal problems, except for the previous clause, Company will not be liable for any refund.

Godspeed Immigration will not refund if the client does not submit required documents within the stipulated time from the date of registration which normally takes not more than 2 months

The client understands and agrees that he needs to obtain the required IELTS/any other language test scores as suggested by the Godspeed Immigration. In the event of failure of which, the applicant is not entitled for refund.

The client agrees to show sufficient funds for settlement or maintain the same for a period of time as suggested by the Godspeed Immigration for him and his family, if applicable. In the event of failure of which, the applicant is not entitled for refund.

The client is not entitled for refund for any prior violation of immigration/visa laws of him or his family members included in the visa application.

Godspeed Immigration is not responsible for refund of any fee or any other amount that has been paid to any sort of Assessing authority/Embassy/Consulate/ in the event of its approval/denial.

The refund process will be initiated on the submission of Refund Request Form along with the copy of the receipt for the payment made and any other relevant supportive documents required. The failure to enclose the documents will make the Client ineligible for the refund. The refund will be by 90 working days on signing the Refund

Agreement signed by the Client and payments will be issued through the company cheque.

In case of ineligibility in re-evaluation, the refund will be by 15 working days. The Client is informed that no refund or adjustment of the service charges will be done if the Applicant/Applicants abandons the original service agreed/signed-up for and decides to switch over to another service of Godspeed Immigration or opts for immigration to a different country. The service charges paid also is non transferable in any case.

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19. JURISDICTION AND APPLICABLE LAWS

It is mutually agreed upon that any failure from the part of the parties to this agreement to perform their part of the agreement will make the defaulting party to face only civil consequences. It is agreed upon that any default from any party will not render them to face criminal consequences. The failure to perform any terms of the Agreement due conditions beyond the control of the first party such as, but not limited to, governmental restrictions or subsequent legislation, war, strikes, or any act of God shall not be deemed a breach of this Agreement. In case of any dispute regarding the payment made by the Client as per the terms of the service Agreement, the responsibility of Godspeed Immigration shall not surpass and will be restricted to the charges offered as part of the duly executed service Agreement.

In the event of any dispute arising out of this agreement or with respect to the interpretation of this agreement or breach of the terms of this agreement, the Courts of Ernakulam District alone shall have the jurisdiction to try the matter as the place of execution of this agreement.

This clause specifically ousts the jurisdiction of any other court in any other places having jurisdiction.

IN WITNESS WHEREOF the parties herein have signed this agreement on the date above mentioned in the presence of the witnesses written below.

Witnesses:

1.

2.

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