

# REFUND AND CANCELLATION:

Waays And Solutions Pvt. Ltd will not, under any circumstances, issue refunds for early service withdrawal.

1. The refund percentages mentioned are for the full service fee paid and not only for the amount paid. Refund percentages are applicable only if the complete fee of the is paid without any balance. Applicants would not be eligible for the refund percentage even if they fall in one of the mentioned clauses or if they haven't paid the complete full service fee mentioned.
2. Waays And Solutions Pvt. Ltd has a zero tolerance policy for charge backs. Any customer who disputes a credit card payment that is found to be valid will be permanently blacklisted and barred from use of the service. Any past due fees and costs will be sent to collections. If our collection efforts fail, unpaid debts will be reported to all available Credit Reporting Agencies.
3. The client understands and agrees that the total invoice amount (bill value) will include the Waays And Solutions Pvt. Ltdconsultation fee and the applicable tax. However, the refund would be calculated only on the Waays And Solutions Pvt. Ltdconsultation fee. The tax component is non-refundable at any stage.
4. . In case of rejection by the Service and Visa Authorities, Waays And Solutions Pvt. Ltd will refund the applicable amount as per stated in the agreement. The refund will be made within 30 working days after the client submits the Refund Claim Form to Waays And Solutions Pvt. Ltd. Client has to enclose a copy of the letter of rejection from the Authority to support the Refund Claim. If a client fails to enclose a copy of the rejection letter or rejection stamp on the client's passport, Waays And Solutions Pvt. Ltdwill not refund applicable refund amount. Client also has to enclose the refund request form, a copy of his/her receipt for payment made to Waays And Solutions Pvt. Ltd. Failure to enclose these documents will make the client ineligible for the refund.
5. . The company is not responsible for any delay caused by third-party services such as Courier Services etc. based on external factors like these. Also, clients cannot claim a refund of service charges.
6. . Clients should understand and agree that, under the Australian Service process, partner skills assessment result is subject to the decision of the concerned authorities, and Waays And Solutions Pvt. Ltdhas no control on the outcome of the application.
7. Waays And Solutions Pvt. Ltdis not responsible for refund of any fees or other amounts/charges that have been paid to any Assessing Bodies, Service Authorities, Embassy/Consulate/High Commission in the event of the applicant not getting approval of visa/service, or in case of rejection or non acceptance of his/her application at any stage by any respective authority. The registration/processing fees only includes the charges towards the services rendered by Waays And Solutions Pvt. Ltdand does not include any application or assessing fees. The applicant agrees to pay the entire additional fees, as applicable during the processing.
9. If the applicant has paid the money through an online card service, the client hereby agrees that he/she will not withdraw, or is not entitled to charge back the amount, without the knowledge of Waays And Solutions Pvt. Ltd, in case of payment made by any mode. This includes CC Avenue except otherwise following the norms of refund as mentioned in the

agreement and the procedure prescribed by law prevailing at that time under the Jurisdiction of Mumbai, State of Maharashtra.

10. If the applicant has paid the money through Credit Card or Net Banking, the applicant undertakes voluntarily that he will not dispute the payment or notify the designated bank for charge back, insisting that the bank to withhold or cancel the payment made to Waays And Solutions Pvt. Ltd by the applicant. The applicant further undertakes to inform his banker that the payment made to Waays And Solutions Pvt. Ltd is genuine and the transaction is an exception for his request to cancel or charge back the payment in his favor. This includes misuse and card loss cases either by him or through anyone else. The applicant agrees to cooperate with Waays And Solutions Pvt. Ltd in this aspect in case Waays And Solutions Pvt. Ltd wishes to defend/represent the matter in their favor before any bank/authority.

11. The Service Charges by Waays And Solutions Pvt. Ltd have no reference to the market charges and are as per the company standards to which the client agreed. Any claims after the registration, like charges

being too expensive and such, would not be entertained and the applicant would have no right to contest the same as it was explained and expressed through all the sources of information, and the client has been informed before registering.

12. The applicant accepts that the service process includes showing enough funds, if applicable, which differs from country to country and the process/category the applicant applies. The applicant undertakes to meet such requirement as desired by the concerned service/other authorities, and failure to provide such funds by the applicant shall not make Waays And Solutions Pvt. Ltd liable for any refund of the service charges or part thereof. In such cases, no refund request for service charges will be entertained.

13. The client also accepts that all/any registrations for any countries before this client declaration agreement date, if any, with Waays And Solutions Pvt. Ltd would be nullified, and no claim of the service or the fee can be claimed until it is given in writing by Waays And Solutions Pvt. Ltd.

14. In case of the visa being rejected on the following grounds no refund will be made.

- If the applicants fail to attend the visa interview.
- If the applicant does not comply with the requirements of the Embassy or the Consulate.
- Failure of the medical examination by the client or his or her family members included in the application.
- Failure to provide a genuine Police Clearance Certificate, which is not less than 3 months old.
- Submission of fraudulent documents.
- There would be no refund if the client abandons his/her case within 3 months from the date of registration.
- Non-communication with your Process Consultant for a period of 3 months shall also be deemed to be abandonment.

15. The application or processing fee paid to visa authorities or any other institution is the liability of the client and is not included in the service charges. Waays And Solutions Pvt. Ltd will not entertain any claim of refund in case of rejection.

16. The client must offer, inside 30 days, each and every paper, forms, and facts that will make it possible for Waays And Solutions Pvt. Ltd to work on his/her documentation and make it submit-ready before the appropriate assessing/service authority. The client's inability to do the same will only suggest that no reimbursement of the advisory/consulting fee offered to Waays And Solutions Pvt. Ltd is outstanding.

17. The client should notify Waays And Solutions Pvt. Ltd of each and every communication received by him/her from the processing visa office-in writing or via phone-inside a week of the receiving of such a message. Besides, the client shall notify the said service consultancy of each and every communication, both, via written form and via phone-undertaken by the client, straight with the involved visa bureau inside a week or 7 days of such a contact. This comprises personal visits made to the visa office, and/or inquiry made via phone. The client's inability to do the same will only suggest that no money back whatsoever is outstanding of any secretarial charges offered to Waays And Solutions Pvt. Ltd.

18. The client will participate in each and every interview, as and when needed by the concerned processing visa agency, at the place mentioned by the visa agency, and at his own cost, and swiftly follow each and every given order as given by the visa agency. The client's inability to do the same will only suggest that no refund whatsoever is outstanding of any secretarial charges offered to Waays And Solutions Pvt. Ltd.

19. If the application/petition is returned/rejected/delayed owing to an error in the application fee or mode of payment, the applicant agrees not to contest on withdrawal of his application on this ground; as the payment and the mode of the payment of application fee is the sole liability of the applicant.

20. It is understood that submission of an application for service is never generic, routine and/or time bound. The concerned case officer may call for additional documents, as per the changing requirements of the process, and may request for further submission of such additional

documents to the concerned service authorities. Any request for the refund on these grounds will not be entertained.

21. In the event that the service law changes anytime after you have signed this agreement, i.e., anytime during the processing of your application & due to this change of law, you have become ineligible to apply for the service you have signed up for, and you have paid the entire amount. Waays And Solutions Pvt. Ltd will refund a certain percent of Waays And Solutions Pvt. Ltd service fee paid by the client as specified in the agreement. The refund will be made within 30 working days after the client submits Waays And Solutions Pvt. Ltd Refund Claim Form to Waays And Solutions Pvt. Ltd. The client should enclose with the refund request form a copy of his receipt for payment made to Waays And Solutions Pvt. Ltd. Failure to enclose this will also make the client ineligible for the refund.

22. In the event that you have signed up for Waays And Solutions Pvt. Ltd services under the installment payment option or made a part payment and the service law changes after you have signed this agreement or anytime during the processing of your application, and due to this change of law, you are now ineligible to apply for the service you have signed up for. In this case, the client will not be entitled to a refund of any fees previously paid as the first installment or any part payment to Waays And Solutions Pvt. Ltd.

23. The client should also understand and accept that no refund or transfer of Waays And Solutions Pvt. Ltd fee to a friend or a relative will be done in the event he or she abandons his/her application or decides to opt out due to any reason during the proceedings after he/she signs-up.

24. The client should also understand and accept that no refund or adjustment of Waays And Solutions Pvt. Ltd fee will be done in the event he or she abandons the original

service/process he or she has signed-up for and decides to switch over to another service/process with Waays And Solutions Pvt. Ltd or opts for service to a different country.

25. The client will offer every needed information and papers, such as the English translations, in an agreed form as sought by Waays And Solutions Pvt. Ltd and the involved Visa Office. It has been fully agreed upon by the said service consultancy on the ground of the facts and papers presented by the client. In case the furnished details are discovered to be inaccurate or fake or deficient or incorrect, the offer will not be entertained by the concerned Service authorities. Moreover, the service consultancy takes no responsibility whatsoever for negative impact on the result of the petition and the ensuing rejection on this basis. No refund shall be claimed—either of the consulting charge or the amount paid to the government organizations under such situations.

26. Waays And Solutions Pvt. Ltd has the right to terminate/withdraw their services without refund of service fee if the applicant<sup>[[SEP]]</sup> a) does not submit all documents within the stipulated time from the date of his/her registration which is normally within one month<sup>[[SEP]]</sup> b) tries to malign the name of the company in whatsoever manner, which tampers the functioning of the business or reputation<sup>[[SEP]]</sup> c) doesn't respond to the mails and calls made by the company for more than a month<sup>[[SEP]]</sup> d) backs out due to personal reasons e) failure in medicals of the client or his family members included in the application form<sup>[[SEP]]</sup> f) failure to provide a genuine Police Clearance Certificate which is not less than 3 months old<sup>[[SEP]]</sup> g) failure to provide sufficient funds for settlement or maintenance by the client or his/her family members included in the application<sup>[[SEP]]</sup> h) prior violation of any service or visa law by the client or any of his or her family members included in the application i) late submission of any additional documents requested by the consulate at a later stage.

27. The client herewith agrees to meet all the requirements of the concerned authorities who conduct an assessment or decide on visa outcome. The client also agrees to submit all the documents including originals if required by the concerned assessing authorities. The client understands that any failure on his/her part to submit these documents or part thereof is an independent failure of client and Waays And Solutions Pvt. Ltd is in no way responsible for the same. Hence, the client agrees that failure to produce documents cannot be a valid reason to claim a refund.

28. The client will settle all charges which may be owed to a variety of government and skills appraisal bodies and language testing organizations such as but not restricted to the skills appraisal costs, residency visa petition costs, the IELTS/French test, health tests, etc. The given charges are strictly non-refundable and not adjustable by either any of the receiving offices or the service consultancy, notwithstanding the final conclusion on the visa petition. A favorable appraisal or conclusion is the sole prerogative of the involved organization, even as the service consultancy exercises no control at all over the final outcome at any phase of the visa petition. Waays And Solutions Pvt. Ltd has given no assurance whatever of a favorable appraisal or end result of the projected petition of the client in any phase.

29. The client will inform Waays And Solutions Pvt. Ltd about every news involving a change of housing/ mailing address, educational/specialized credentials, change of matrimonial status/service or company, newly born kids or any police/unlawful case after the submission of the petition and while the processing is going on till the time of the discharge of Permanent Residence Permit. The client's inability to do the same will only show that no refund at all is outstanding of any advisory charges given to the service consultancy.

31. The client shall also make certain that he/she is married or in any relationship which is acceptable to be considered as dependent—the spouse or the acceptable dependent/s appears Waays And Solutions Pvt. Ltd. The client fully understands and concurs that his petition cannot be presented minus the needed IELTS/French points of the marital partner even while

no compensation of the advisory/consulting charges given to Waays And Solutions Pvt. Ltd will be claimed or made in a situation, wherein he fails to receive the SERVICE LEVEL AGREEMENT prescribed IELTS/French total of the marital partner. The said test, together with the associated report, is necessary towards the documentation for wedded clients through the client may not ask for points for the qualifications of his partner.

32. By signing/acknowledging the agreement to avail our services, the client cannot withdraw AT ANY POINT during the process because of own personal circumstances which may have changed. It is unacceptable to consider or entertain any form of settlement. As a business with heavy investment, we cannot accommodate requests for refunds once services have been provided for or when any part of the process has commenced.

33. The secretarial charges given to Waays And Solutions Pvt. Ltd does not comprise any amount owed to any Governmental organization, and to any language testing group or for any other reason, and shall be restricted to the services and duties of the consultancy as duly set and decided under the SERVICE LEVEL AGREEMENT inked separately with the client.

34. The client will confirm to Waays And Solutions Pvt. Ltd in case he/she is keen to use the alternative services of a global authorized assignee (Embassy/Consulate/Language test conducting centers, health check conducting centers, etc.) and also make additional payments for such services to Waays And Solutions Pvt. Ltd, as duly arranged and decided under the SERVICE LEVEL AGREEMENT inked separately with the client. Any online payment will not contain fees owed to such global authorized assignees (Embassy/Consulate/Language test conducting centers, health check conducting centers, etc.) and in each and every situation the fee will not be given back.

35. The client clearly accepts that he has been apprised of the usual waiting durations/average processing time, as appropriate to his permit class, and further that such waiting durations/usual processing time solely depends on the convenience of processing visa office/appraisal body. The client also fully agrees and realizes that he will never have any claims whatsoever on any sort of refund of the charge made on or off-site, on the ground of the extended petition processing time periods.

36. Waays And Solutions Pvt. Ltd has not offered any sort of assurance, advice or pledge on work or job assurance, following an approval for the permit and after landing for any given overseas country. No compensation will be claimed of any advisory/consulting/secretarial service charges offered earlier to Waays And Solutions Pvt. Ltd by the client on the ground that Waays And Solutions Pvt. Ltd has been unable to offer a job guarantee abroad.

37. In a situation wherein a clash/dispute in the matter of the payment made by a client to Waays And Solutions Pvt. Ltd towards the SERVICE LEVEL AGREEMENT duly inked with Waays And Solutions Pvt. Ltd. The responsibility of Waays And Solutions Pvt. Ltd, in case it arises and is outstanding, either monetary or otherwise—shall not surpass, and will be restricted to the charges offered to Waays And Solutions Pvt. Ltd as advisor/consulting/secretarial charges as part of the duly inked SERVICE LEVEL AGREEMENT.

38. There are certain countries which have a cap system, and hence the approval of Visa/Green Card/Permanent Residence is subject to the cap not reached for that year. The client may have the required points as required by the service authorities of the specified country, but he/she still may not get the Visa/Green Card/Permanent Residence if the cap has been reached for that year. Failing to get a Visa/Green Card/Permanent Residence because of the cap limit cannot be a reason for claiming a refund, and client fully understands the same.

39. If your request for a refund falls under the acceptable terms and conditions of the Company and the service agreement, the time taken to process such a request would be 30 working days.

40. The service amount was written is for the full service as on the date of registering, and only includes an individual's application. Any assumption of extended services to family or children

is at the client's discretion, and the company will not be held responsible for these kinds of assumptions.

41. The client shall loyally reveal before Waays And Solutions Pvt. Ltd, each and every detail involving each and every case, existing or past, cases of wrong-doings and/or conviction, and insolvency leveled against the clients and those who are dependent on him. If he does not reveal such details, and if the same is found afterward, no refunds at all of the money given to Waays And Solutions Pvt. Ltd in question will be made.

42. Waays And Solutions Pvt. Ltd is bound to maintain confidentiality and privacy of a client. Accordingly, Waays And Solutions Pvt. Ltd takes reasonable steps to protect personal information collected by Waays And Solutions Pvt. Ltd from misuse and loss and from unauthorized access, modification or disclosure. Waays And Solutions Pvt. Ltd may use and disclose the client's (and if applicable, the client's family's) personal information for the primary purpose for which it is collected, for reasonably expected secondary purposes which are related to the primary purpose and in other circumstances as authorized by the Privacy Act. In general, Waays And Solutions Pvt. Ltd will disclose the client's personal information for the following purposes:

- To conduct our business;
- To provide and market our services;
- To communicate with the client;
- To comply with our legal obligations and
- To help us manage and improve our services

Any fees paid to Waays And Solutions Pvt. Ltd are for the provision of services listed on Waays And Solutions Pvt. Ltd' website. Unless otherwise stated, all fees are quoted in Indian Rupees. You are responsible for paying all fees and applicable taxes associated with our services using one of our accepted payment methods.

Waays And Solutions Pvt. Ltd is not a part of any government authority/organization or embassy. We are a Private Limited company and we do not have the authority to grant you a visa of any kind. We can only assist and advise people who want to migrate or travel to their selected country. Please note that the final decision on all visa applications rests with the relevant government departments in their respective countries.

Our agreements with clients are drawn on the bedrock of trust, sincerity, and security, and each option is spelled out clearly. Our terms are transparent and there is nothing hidden.

The client agrees and acknowledges that the company doesn't suggest or force any service/product/visa etc. and the pronouncement of a particular service/product/visa etc. is client's individual decision and cannot be at any time assumed to be a company judgment. Y-Axis markets all the products and educates all clients about the opportunities without any external pressure to have decided on this service/product/visa etc.

The applicant has noticed all the above provisions in detail, agrees, and continues to adhere to all the terms and conditions of signing/acknowledging this agreement.

Waays And Solutions Pvt. Ltd is operated and controlled in India with its registered office at Mumbai, Maharashtra. The laws of the Government of India and the State Government of Maharashtra will govern the validity, interpretation, and performance of this Agreement. The

courts in Mumbai, Maharashtra alone shall have jurisdiction to try any dispute between the company and any person arising out of any issue concerning the company.

Charge Back:

It is agreed by the client that she/he knows that Waays And Solutions Pvt. Ltd will deploy its employees and utilize other infrastructures for providing services to the client by spending considerable amounts of money. Irrespective of the result of the application, the client hereby undertakes that he will not claim a refund of the fees and charges paid to Waays And Solutions Pvt. Ltd, except to the extent provided in the agreement.

The client hereby agrees and understands the deliverables of the service signed up for, and hence will not initiate a chargeback (applicable only for Card Payments).

For further details, you can e-mail us on [support@waaysandsoluitons.co.in](mailto:support@waaysandsoluitons.co.in) One of our representatives will get back to you at the earliest.