

Engagement Terms & Conditions

Terms & Conditions :

- 1) The company assures to provide authentic, updated and reliable details regarding the immigration law, process, application requirements but subject to any and all changes in the law in future during the ongoing visa process.
- 2) The client/candidate has to provide all appropriate and true information of their name, address, education, status, skills, training, job specifications, marital status or any other detail as well as situation that might have any future impact on their work / travel / investment - business / study / permanent residence opportunity.
- 3) Clients/candidates need to fulfil the eligibility criteria required for visa and immigration process. However our team will provide all required assistance.
- 4) The company will no where be responsible for the wrong and distorted information forwarded by the client/candidate and any henceforth consequence of the same.
- 5) The company will not be responsible for any delay faced due to client/candidate's negligence in reporting and providing the required information asked.
- 6) The client/candidate has to make timely payments and if there is a delay or extension in the time due to the delay then the company is not liable or responsible for such delay/time extension and the client/candidate accepts to comply to the same.
- 7) The company will not be responsible to forward the application and take the process to next stage till and when the payment or fees due to the company is not made in full along with the amount for that stage.
- 8) As per business, visa and immigration trade policy, the client/candidate is not entitled to demand and the company is not liable to share information till the final result of the engagement / visa application. However, the company reserves the right to decide if we can provide copy or screenshot only of the ongoing process at the sole decision of the company.
- 9) The client/candidate agrees to accepts any changes made by the embassy / visa authorities / government / ministry of the country applied for during the process of Visa application.
- 10) It is imperative that the client/candidate responds swiftly / timely to our call for any detail or documents when and if required.
- 11) Once the application has been forwarded / submitted to the VFS or Embassy from our end, any changes made to the law of immigration that might affect the outcome of the application along with any losses incurred will not be the responsibility of the company.
- 12) The company has no control over the last and final decision regarding the application after submitting it to respected department, VFS or Embassy. The time taken for result /success of the process and application is not the company's capacity. We will not be liable for the

application of a user or client/candidate being revoked.

- 13) The client/candidate agrees that once they have approached OVERSEAS PATHWAY for any process, the further connection with required authorities will be made only by the company themselves and in under no circumstances the client/candidate or any other representative of the client/candidate will get in touch with any authorities that OVERSEAS PATHWAY is dealing with or are about to engage for their job and visa application.
- 14) It is imperative that the all documentation and information provided to OVERSEAS PATHWAY by the client/candidate is truthful and authentic. Furthermore, the client/candidate agrees to compensate OVERSEAS PATHWAY for all the losses incurred to the company due to any false information provided by the client/candidate. The loss incurred is not limited to the legal cost acquired while fighting against criminal or civil lawsuit due to the client/candidate 's wrongful information.
- 15) The client/candidate agrees to provide OVERSEAS PATHWAY with all the required details as well as documents revolving around the personal, educational details, work experience and such other information of the client/candidate as swiftly / timely as possible that might seem imperative to the company for successful process of the visa application.
- 16) The company, OVERSEAS PATHWAY, is not liable for any delay in the visa process by VFS or EMBASSY, however, we ensure preparing, processing and managing the application from our end as fast as possible while being diligent to file the application correctly.
- 17) The information provided by our website is subject to change with time. We will not be responsible for any inconvenience or damage due to this. Also, use of the information provided on our website as a general advice. The advice which we give you through our website does not make us your consultant in any way until you contact us personally and engage us under a written communication, agreement or contract.
- 18) If any dispute arises between company and it's client/candidate/s or associates, at that stage client/candidates or associates are not entitled to Post or Share any comments or review on social media against the company, nor can file any complaints. If any of this is done then OVERSEAS PATHWAY can put Law suit against concern person or the company.
- 19) The misleading or damaging information that clients/candidates receive from any third party service provider associated with us will not be our mistake or accountability or answerability. You need to deal with the third party service provider without involving us in any scenario. Same goes for the products and service you receive from them.

20) Our Services

(A) Free Consultation

- 1) Assessment of client/candidate s profile and suggesting right country to work/travel/invest/migrate/study.
- 2) Providing information on the benefits of working / traveling / investing / migration/ studying.
- 3) Providing information on the entire process from profile evaluation to getting the required

work/travel/invest/ migrate (PR) / study Visa.

(B) Technical Evaluations

- 1) Eligibility check and evaluation of client/candidate 's profile.
- 2) Client/candidate 's skills mapping against Demand/Available/Preferred Occupation List.
- 3) Providing and updating details of the job opportunities based on client/candidate s profile or other preferred options.
- 4) Generation of detailed assessment / evaluation report for the clients/candidates.

(C) Job Search Assistance

- 1) THE COMPANY can help you get a job overseas while you are in your Home country itself.
- 2) Help the client/candidates to reach the right employers with handsome packages.
- 3) Resume making assistance as per destination country standards.
- 4) Our service costs are reasonable and clients/candidates can be assured that their resume is reviewed by employers and HR / placement agencies and overseas job consultants and lawyers on their behalf through all possible and reliable sources.

(D) Full Immigration Service

- 1) All assistance and process from technical evaluation to getting the required work/travel/invest/ migrate (PR) / study Visa are covered, provided and carried out.
- 2) Activities including analyzing client/candidate's profile based on experience, expertise, skills, filling appropriate forms based on client/candidate s profile, sorting of documents, processing application, and many more.

21) Mandatory Term

Clients/Candidates/Associates once engaged with our services under a written agreement/contract has to accept and under go a process of total 3 Country Options and / or possible resubmission along with applicable fees under the circumstances of Visa rejection or any other process changes or new introductions by the respective country Government / Ministry / Consulate / VFS / Embassy . Untill then and without which refund will not be applicable.

22) Payments Terms

- (1) Service starts only after timely payments and furnishing relevant transaction copy as a proof of payment.
- (2) The ONLY payment modes accepted by OVERSEAS PATHWAY Consultants are as follows :-
 - a. OVERSEAS PATHWAY Bank Account / Bank Transfer
 - b. UPI – Google Pay, Phone Pe, PAYTM
 - c. Payment Link
 - d. Swipe Machine
- (3) We are not accepting cash payments.
- (4) Refrain from payments to any other accounts or payment modes other than mentioned above. If done so, OVERSEAS PATHWAY is not accountable or liable for the same.
- (5) All payments done to OVERSEAS PATHWAY & the through the above

mentioned payment options are governed by Terms and Conditions and Refund policy as mentioned in the website.

- (6) OVERSEAS PATHWAY issues e-invoices and/or paper invoices.
- (7) Ensure that you received an e-invoice for the payment done to your e-mail ID / Whatsapp within 3 to 7 working days of payment. If you do not receive it in 3 to 7 working days of payment, please notify support@overseaspathway.com immediately.
- (8) Any payments done to personal accounts of our employees shall be considered as a personal transaction between the client/candidate and the employee. Thus, the company is not accountable for the same. Thus completely avoid paying any consultancy related fee related to the company to employee accounts directly.

(23) Refund Terms

- (1) Agency fees: 100% non-refundable
- (2) Job Search Services: 100% non-refundable
- (3) Other Services Refund :
 - a. 100% non refundable if hard copy of agreement is not signed by clients/candidates and properly returned to us.
 - b. 100% non-refundable if clients/candidates acquire and transform your mind later and decide to withdraw.
 - c. 100% non-refundable if clients/candidates do not want to proceed with our solutions.
 - d. 100% non-refundable if you fail or fall short to send the required documents within 30 days of sign up.
 - e. 100% non-refundable for any change or introduction of new embassy rule or country immigration rules*
- (4) 100% non-refundable if:
 - a. Failing of medicals by the client/candidate or his/her relative included in the application.
 - b. Failing to provide an authentic Police Clearance Certification. The certificate should have the required validity.
 - c. Failure to show ample funds for settlement or maintenance by the client/candidate or his/her relative included in the application.
 - d. Submission of deceptive documents.
 - e. Prior violation of any sort of immigration or visa law by the customer or any one of his/her relative included in the application.
 - f. Late entry/submission of any sort of additional documents requested by the consulate at a later phase.
 - g. Fails or Falls short to fulfill the language proficiency requirements as pointed out in the pre-registration report.
 - h. Change in immigration rules is unpredictable and solely depends on a respective country's government decision. If any country has changed its immigration rules and procedures or stops accepting visa applications, OVERSEAS PATHWAY will not be liable for any refund to you.
 - i. OVERSEAS PATHWAY reserves the rights not to provide a refund as each of our policies is according to this agreement. Refunds if case to case is decided to be given will certainly be refunded within 90 working days of the refund request form date and provided evidence of being rejected due to the company's mistake in possible instalments. By accepting our terms and conditions, clients/candidates agree that you will not request a chargeback under any type of condition. Refunds for payments received will certainly be given out as a

company check. The refund check will certainly be made payable to the person on the order form and sent by mail to the address indicated on the order form.

- j. Clients/candidates hereby agree that you will certainly not contact your Credit Card Company or financial institution to submit a disagreement as this will only delay the refund procedure.

(24) Intellectual property rights

- 1) Other than where otherwise is stated, OVERSEAS PATHWAY is the copyright holder of all the material, design, layout, data, trademark, graphics and company logos under the <http://www.overseaspathway.com> domain. OVERSEAS PATHWAY will do its utmost to safeguard its rights, customers, intellectual property, employees, client/candidate and members. We will certainly not wait to take legal action if essential.
- 2) This website is the property of OVERSEAS PATHWAY. Above provided terms and conditions that the client/candidates must adhere to when dealing with us, our website or any third party service provider associated with us.
- 3) Users and visitors of our website are not allowed to copy our website's content without giving reference to us, the copyright holders. If anyone choose to copy our content then you need to give the necessary reference about our website. In case you put the reference in an article posted online then you must mention our website's link as well.
- 4) Copying the source code of this site will also be considered as plagiarism. We offer the relevant links from the sites we copy content from. Any commercial use of our content will be a punishable offence.
- 5) The company reserves the right to change and update the content of our website on a regular basis. To stay updated with the content of our website you need to visit regularly. It is the user/visitor's responsibility to stay updated about changes even when we do not inform anyone personally about the changes.
- 6) Users/Visitors/Clients/Candidates must agree to provide authentic and genuine data in our forms. Even while signing up to our website, you must provide relevant data.
- 7) Clients/Candidates are not allowed to be, behave or post content that is abusive, inappropriate or provokes heated or hate speech. Any racist or casteist remarks will only lead to your account being blocked/reported. You may also get legally or criminally charged for these inappropriate remarks and comments.
- 8) The client/candidate has read the terms and conditions stated and intimated above in the terms and conditions and in this website.

(25) Jurisdiction:

- If Disputes with respect to the terms of our website/ service engagement shall be decided by a court of competent jurisdiction within the Territory of head office of OVERSEAS PATHWAY i.e. the jurisdiction of courts of Kandivali (W), Maharashtra.