

Terms and Conditions

Last updated: 14th May 2025

1. INTERPRETATION

1.1. Interpretation and Definitions

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

1.2. Definitions

For the purposes of these Terms and Conditions:

- Application means the website ("Site") and the software program provided by the Company and accessed or downloaded by You on any electronic device, named ForceStaff.
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- Company means ForceStaff and includes include its subsidiaries, group companies or affiliates.

2. ACKNOWLEDGMENT

2.1. These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These

Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

2.2. Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

2.3. We respect your right to information and aim at providing a transparent set of “Terms”. Please read the terms of this Terms provided below to learn about the “Terms” you will be signing up for. If you do not agree to any of the terms and conditions mentioned herein kindly do not give your consent and proceed further to access the Application. By giving your consent to proceed forward in order to access the Application, you will be responsible to adhere to the “Terms” mentioned herein.

2.4. The policies or “Terms” as may be prescribed by the “Company” together constitute a legally binding agreement between you and the Company. You are requested to read these Terms carefully before accessing or using the Application.

2.5. You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

2.6. Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

2.7 You acknowledge the grant or refusal of a visa is at the sole discretion of the Embassy and ForceStaff is neither involved in the process nor is liable or

responsible in any manner whatsoever for any delay in processing or grant or rejection of the visa application of any applicant by the Embassy, which reserves the right to ask for further documentation and to refuse the visa application.

2.8 You acknowledge that the visa appointment slot as displayed on the website of the Company is indicative and is on the best effort basis of the Company and not binding on the Company.

3. PLACING ORDER FOR GOODS

By placing an Order for Goods through the Service, You warrant that You are legally capable of entering into binding contracts.

4. YOUR INFORMATION

4.1. You may be asked to submit some information relevant to Your Order including, without limitation, Your Name, Your Email, Your Phone Number, Your Credit Card Number, the expiration date of Your Credit Card, Your Billing Address, Your Shipping Information, Your Passport details.

4.2. You represent and warrant that:

- You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any application.
- The information You supply to us is true, correct and complete and not misleading.
- You shall revert to the communications sent by ForceStaff within 24 hours of the receipt and any failure to do so shall entitle ForceStaff to cancel our

application and You shall not hold ForceStaff liable for any loss/damage due to delay/non-processing of visa on this account.

- You shall verify the information as provided to the Company at the time of submission and also subsequent stages and shall carefully read through all instructions and auto prompts on the App in particular requiring you to verify the details as captured in the application. The Company specifically disclaims all or any liability on account of the failure of the applicant to verify the personal details including the passport number, gender, name, address, age and other information to the stage when the application is finally submitted. You shall at all times, be solely liable for the personal information provided by you.

4.3 By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Application. We reserve our right to ask You for additional information, for the purposes of processing your visa. Any failure or delay in providing the same may lead to cancellation of Your application or delay in processing of Your visa.

4.4. Certain Countries VISA Offices/Applications may require us to complete and submit the relevant application form(s) online/physically for submission of Your details in such format as may be required by them from time to time. By submitting the request on our website or chat-bot, you grant us the authorisation to complete the said form(s) based on information as provided by You and/or submit the form online/physically to the VISA offices of different Countries. You shall continue to indemnify Us for the said completion/verification as done by Us on the basis of the data provided by You.

4.5 By submitting such information and applying for visa, you consent to participating in the Promotional Scheme as floated by ForceStaff.

5. ORDER CANCELLATION AND REFUNDS

5.1. We reserve the right to refuse or cancel Your Application at any time for certain reasons including but not limited to:

- Downtime and availability of Embassy/third party systems.
- Any other unavoidable or unforeseen circumstances.
- If any information provided by the User is incorrect or incomplete, including but not limited to wrong travel dates, unclear passport copy, or if the User fails to respond to communication from ForceStaff within 24 hours of receipt.
- **If the User fails to provide the requested information, documents, and/or does not complete the required questionnaire within five (5) calendar days from the date of payment, ForceStaff reserves the right to cancel the application process due to insufficient time to secure an appointment. In such cases, the paid deposit is non-refundable and shall be forfeited.**

5.2. We reserve the right to refuse or cancel Your Application if fraud or an unauthorized or illegal transaction is suspected.

5.3. ForceStaff will not refund the Visa fees or the ForceStaff service fees for any reason whatsoever, except in cases which are covered under ForceStaff's refund policy as displayed at the time of application. Other than the above, even if your visa is rejected by the embassy/consulate or the concerned authorities, ForceStaff will not be liable to offer you a refund on the fees.

5.4. If You decide to overstay without legitimate approvals at a particular destination, You shall be liable to bear the penalty charges, disciplinary action,

legal proceedings, etc. by the Government or other such concerned authorities. ForceStaff will not bear any responsibility.

6. AVAILABILITY, ERRORS AND INACCURACIES

We are constantly updating our offerings of fees on the Service. The fees available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information regarding our fees on the Service and in our advertising on other websites.

7. PRICE/ FEES POLICY

7.1. The Company reserves the right to revise its prices/fees at any time prior to accepting an order. You shall be liable to pay any taxes that may accrue on account with your transaction with Us.

7.2. The prices/fees quoted may be revised by the Company subsequent to accepting an order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

8. PAYMENTS

8.1. All Goods purchased/applications processed are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

8.2. Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery of Your Order.

9. PROMOTIONS

9.1. Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

9.2. If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

10. INTELLECTUAL PROPERTY

10.1. The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

10.2. The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

10.3. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

11. LINKS TO OTHER WEBSITES

11.1. Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

11.2. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

11.3. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

12. REFUND POLICY

12.1. The Company guarantees the booking of a visa appointment slot for the Client. In the event that the Company is unable to secure an appointment within the agreed timeline, the Client shall be entitled to a **full refund of the appointment fee (upfront payment)**.

12.2. No reimbursement shall be granted to the Client under any circumstances related to:

- The decision of the embassy or consulate on the visa application.
- Any action by the embassy directly affecting the Client.
- The Client's discretionary change of intent or cancellation.
- Missed appointments or late attendance.
- Any causes unrelated to the services rendered by the Company.

12.3. Once an appointment is confirmed, the service is considered fully rendered. No refund will be provided after this point.

12.4. The Client acknowledges that **government fees, embassy charges, travel insurance payments, translation services, and document legalization services** are managed by third parties and are **strictly non-refundable**.

13. LIMITATION OF LIABILITY

13.1. Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service, whichever is applicable.

13.2. To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

13.3. Specifically, the Company provides the Service as a convenience and in no way implies a warranty for any damages that may occur if a User does not get approval for a visa. The Company expressly limits its liability for any loss of User's sensitive information or losses based on visa refusals.

13.4. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

14. "AS IS" AND "AS AVAILABLE" DISCLAIMER

14.1. The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

14.2. The Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

14.3. Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied:

- as to the operation or availability of the Service, or the information, content, and materials or products included thereon;

- as to the operation or availability of the Service, or the information, content, and materials or products included thereon;
- that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

14.4. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

14.5. ForceStaff takes every reasonable precaution while handling the documents of the applicant/s and shall not be liable in any manner whatsoever to the applicant/s for any documents which are lost in transit by accident, theft, natural calamities (act of god) or any other reason outside the control of.

14.6. ForceStaff disclaims any and all liability for any loss or damage caused to the applicant/s in the event that his/her documents are delayed/ misplaced/ lost/ damaged by the courier company, whether such delay/ misplacement/ loss/ damage result from negligence, accident or any other cause and only recourse available to You shall be against such courier company. In no event shall ForceStaff and/or its representatives be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever due to such delay/ misplacement/ loss/ damage of the documents, including the Applicant's passport.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

15.1. You agree to indemnify and defend the Company for losses, liabilities, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Services, violation of these Terms, or infringement of any intellectual property or other rights of the Company. The Company will notify you of such claims and accordingly you will have to cooperate and assist and indemnify the Company of such losses.

15.2. The Company in no event shall be liable for any content posted, transmitted, exchanged or received by or on behalf of any user or other person.

16. MISCELLANEOUS

16.1. The duty of the Company is only to carry out the visa application and complete the requisite formalities as laid down in the official rules and regulations or the statutes. The Company shall in no way be held accountable for the approval or rejection of the visa applied by or on behalf of you.

16.2. The Company shall hereby not be held responsible or liable in any manner in situations where you decide to overstay without legitimate approvals at a particular destination. In such circumstances, you shall be liable to bear the penalty charges, disciplinary action, legal proceedings etc. by the Government or other such concerned authorities.

17. FORCE MAJEURE

The Company will not be held responsible for any delay or failure to adhere to the obligations if such delay or failure arises or is in connection to an Act of God which is beyond Company's reasonable control.

18. GRIEVANCE REDRESSAL

You may submit any grievance in connection with the Services provided by the Company at:

E-mail: support@forcestaff.com

19. DISPUTES RESOLUTION

In case of any dispute or conflict in connection with the terms, validity, interpretation, implementation, non-disclosure terms or alleged breach of any provision of these Terms and Conditions, you will first try to resolve the dispute informally by contacting the Company. Any Dispute that cannot be settled or resolved by negotiation to the satisfaction of all parties within 90 days of the notice of the Dispute shall be resolved through binding arbitration. Any Party may invoke the right to arbitration set forth in this Clause by sending written notice to the other Party or parties of such invocation. The parties shall name a single arbitrator within 20 calendar days after such written notice. The arbitrator shall render a decision within 60 calendar days after his or her appointment and shall conduct all proceedings pursuant to the then existing rules of the American Arbitration Association (the "AAA") governing commercial transactions, to the extent such rules are not inconsistent with Delaware law and this Agreement. Judgment upon the award rendered pursuant to the arbitration may be entered in any court having jurisdiction. The cost of the arbitration procedure shall be borne by the losing party or, if the decision is not clearly in favor of one party or the other, then such costs shall be borne as determined by the arbitrator. The arbitration procedure provided for in this Agreement shall be binding arbitration and shall be the sole and exclusive remedy for any applicable Dispute. This clause

does not prohibit or limit any Party's right to seek relief in court as permitted in accord with the AAA's Commercial Arbitration Rules.

20. SEVERABILITY AND WAIVER

20.1. Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

20.2. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

21. TRANSLATION INTERPRETATION

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

22. CHANGES TO THESE TERMS AND CONDITIONS

21.1. We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

22.2. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service

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