



## **STANDARD TERMS & CONDITIONS:**

This Agreement has been executed by and between the below mentioned parties and shall be executed from the date mentioned on registration form (hereinafter to be referred as “**Effective Date**”).

**PFL Group International FZ LLC**, a limited liability company bearing license number 1719/2011, duly licensed by Creative City Freezone Authority, Fujairah, United Arab Emirates having its registered office address “Creative Tower, Fujairah, UAE” (hereinafter to be referred as “**First Party**”)

**AND**

**You (Student/Sponsor/Parent/Guardian)**, hereinafter to be referred as the “**Second Party**” or refers to Student and/ or Parent/ Sponsor / Guardian as the context of this Agreement requires

The First Party and Second Party shall hereinafter collectively be referred to as the “**Parties**” and individually, as the context requires, as a “**Party**”.

## **RECITALS**

**Whereas** the First Party is a legally established entity in accordance with the laws of the United Arab Emirates, duly authorized to offer Education Consultancy services to its clientele.

**Whereas** the Second Party seeks to advance its career in the field of Education and has engaged the services of the First Party to provide consultancy and support in securing admissions to Educational Institutions as per the preferences of the Second Party or recommendations made by the First Party.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This agreement is executed between the Parties and the service fee which shall be paid by the Second Party for obtaining the services provided by the First Party is valid for two years only from the date of the registration and it is refundable in below instances only.
  - a. Second Party will have 100% refund in the case of “Change of mind or withdrawal within 30 days from the date of your registration, or whichever is earlier.
  - b. In the event that admission is not secured in any of the educational institutes agreed by both parties, the Second Party shall be entitled to a full refund. However, no refund shall be provided if admission is refused or not secured due to the Second Party's failure to furnish authentic documents or if the Second Party fails to satisfy the criteria outlined by the institute's professional interviews or subject competency tests, thereby absolving the First Party of any obligation to provide a refund under such circumstances.
  - c. In the event that a student visa is declined by an embassy due to circumstances beyond the control of either Party or as a result of negligence on the part of First Party, the Second Party may be entitled to a full refund of service charges. However, if the visa refusal is

attributed to counterfeit documents, the student's failure to provide additional documents, or similar reasons, then the Second Party shall not be entitled to any refund of service charges.

- d. The Second Party acknowledges and agrees that all service fee paid to the First Party are non-refundable, except as expressly provided for in this Agreement. No refunds shall be provided for any reason other than those expressly stated herein, including but not limited to changes in personal circumstances, changes in educational or career goals, or dissatisfaction with the services provided, unless otherwise agreed upon in writing by both parties.
2. The Second Party acknowledges and agrees that they are solely responsible for any administrative charges incurred, including but not limited to institution application fees and embassy visa application fees. Such charges are deemed non-refundable, and the Second Party shall bear full liability for these fees regardless of the outcome of the visa application or admission process.
  3. Prior to the commencement of processing, the Second Party agrees to submit all necessary documents for institution application as required. It is the responsibility of the Second Party to ensure that all proper documentation is completed and submitted in a timely manner. The First Party or any of its agents, employees or directors, shall not be held liable for any failures or delays in this regard.
  4. The Second Party hereby acknowledges and understands that all admissions are subject to meeting the requirements set forth by the educational institutions. The decision to grant or deny admission rests solely with the respective educational establishments involved in the application process. Thus, the First Party is not involved in the decision-making process regarding admissions and the role of First Party is only limited for exercising submission of the documents as requested by the competent institution and following up with the admission application process.
  5. The decision to grant or deny a student visa rests solely with the embassy concerned immigration authorities where such application has been filed and in no circumstance the First Party guarantee the visa or admission of the Second Party. Moreover, it is the responsibility of First Party to exercise due diligence in assisting with the visa application process only till the extent of the documents provided by the Second Party and in case for the rejection of the visa or admission the conditions mentioned under section 1 of this Agreement shall take precedence.
  6. All service charges are to be paid into the official bank account of the First Party in US Dollars. The Second Party is strictly prohibited from making any payments, for any purpose, into any account other than the official bank account of the First Party. Any additional charges incurred during the payment process, such as currency exchange fees, VAT or bank charges, shall be borne by the Second Party.
  7. The Second Party acknowledges and agrees that it is their sole duty and responsibility to provide genuine and authentic documents throughout the entire process, including but not limited to employment history, academic records, travel history, financial statements, and any other documents as required or requested by the First Party time-to-time. The Second Party understands that providing false or misleading information may result in severe consequences, including but

not limited to a ban from the country to which the Second Party is applying, visa refusal, and subsequent bans on applying for a visa.

8. The Second Party further acknowledges that any such consequences resulting from the provision of false or misleading information shall be solely attributable to their actions. The First Party shall not be held liable for any damages, losses, or liabilities arising from the Second Party's failure to provide genuine and authentic documents, or from the consequences of providing false or misleading information
9. The First Party shall not be liable for any emotional or financial damages resulting from alterations to plans caused by unfavorable outcomes. The liability of the First Party is strictly limited to the refund of service charges paid, subject to the terms and conditions outlined in Clause 1 of this agreement. Under no circumstances shall the First Party be held responsible for any other damages, losses, or liabilities incurred by the Second Party, whether direct, indirect, consequential, or otherwise, arising from the services provided or any actions taken in connection with this agreement.
10. Either party may terminate this Agreement upon written notice of 15 days to the other party if the other party materially breaches any provision of the Agreement and fails to cure such breach within the specified period of time.
11. In the event of termination of this Agreement, the Second Party shall immediately make any outstanding payments due to the First Party and shall not delay or withhold payment.
12. The First Party reserves the right to terminate this Agreement at any time with immediate effect for its convenience without adhering to any notice period. Additionally, this Agreement shall be terminated automatically upon the completion of Services.
13. Termination of this Agreement shall not prejudice the rights of the First Party under the law. The termination shall not be construed as a waiver of any rights, and the First Party may take any action against the Second Party as per the limitations available under the laws of the United Arab Emirates.
14. If any provision of the agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of the agreement shall not be affected and shall continue to be valid, legal, and enforceable to the fullest extent permitted by law.
15. The agreement may only be amended or modified by a written instrument signed by both parties.
16. Both parties agree to maintain the confidentiality of any proprietary information disclosed during the course of their engagement and not to disclose such information to any third party without prior written consent.
17. Any notice or other communication required or permitted to be given under the agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, postage prepaid, or by email.

18. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to such subject matter.
19. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any dispute arising out of or in connection with the agreement shall be subject to the exclusive jurisdiction of the courts of the Fujairah United Arab Emirates.
20. Neither party shall be liable for any failure or delay in performing its obligations under the agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, fire, flood, or governmental actions.
21. The Second Party agrees to indemnify and hold harmless the First Party from any claims, damages, liabilities, or expenses arising out of or in connection with any breach of the agreement by the Second Party or any act or omission of the Second Party.
22. The Second hereby states that it have been duly counseled regarding the approximate annual cost of tuition fees and living expenses, and confirms that there will be sufficient funds to cover those expenses.
23. The Second Party hereby acknowledge and understand the terms of this Agreement and agrees to pay the service fee in accordance with the categories and pricing policy as stated under Appendix-A of this Agreement in a timely manner without any delay.

## APPENDIX-A

### SERVICE FEE

<b>Product Category</b>	<b>Institutes Covered</b>	<b>Service Fee</b>
<b>Platinum</b>	Top 300 institutes in QS and Times Higher Ranking for the year (Excluding Panel Institutes)	USD 500
<b>Titanium</b>	Consultancy Services for Non-Partner institutes, below 300 in QS and Times Higher Ranking	USD 350
<b>Gold</b>	Consultancy Services for Partner institutions (Irrespective of Ranking)	Complimentary

#### PAYMENT TERMS:

- **Payment Schedule:** The Second Party agrees to make payments to the First Party in accordance with the above-mentioned schedule.
- **Currency Exchange and Bank Charges:** The Second Party shall be responsible for any currency exchange fees or bank charges incurred during the payment process.
- **Non-Refundable Payments:** All payments made by the Second Party are non-refundable, except as expressly provided for under this agreement.
- **Default:** In the event of default by the Second Party, the First Party reserves the right to pursue any and all remedies available under law, including but not limited to legal action to recover outstanding payments and/or termination of this agreement.
- **Taxes:** All payments shall be exclusive of any applicable taxes, which shall be borne by the Second Party.
- **Receipt of Payment:** The First Party shall provide a receipt for each payment received from the Second Party