# **VISA CREW**

#### **General Terms & Conditions**

This website is owned and operated by Visa Crew, Australia Immigration Consultants. You may contact us through our offices in Sydney and Australia.

The present Terms and Conditions establish the conditions of hiring our professional services (detailed in the "About our Services" section). They must be accepted by the User before confirming the payment of the costs of the services. Said acceptance will be an express and clear statement by the User that he/she/they have read, understood and agreed to be bound by these Terms and Conditions. The confirmation of payment automatically confers the User the status of Customer and its bonding with these Terms and Conditions (hereinafter, "you", "your", "the Customer").

The Company reserves the right to update these Terms and Conditions, in accordance with new legislative and/or jurisprudential requirements and/or business needs or interests, at any time and without prior notice to the User and/or Customer. The updated version of these Terms and Conditions will be effective immediately, at the same time it is published on this website.

These Terms and Conditions will always be available on this website so that the User and/or Customer can consult them at all times.

For any doubt or question related to these Terms and Conditions, you can contact us through our Customer Service Department using our Contact form.

# **About Our Services**

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This website is owned and operated by Visa Crew with offices in Sydney & Dublin.

Visa Crew is licensed by the Australian Government to provide immigration assistance. MARN 1789997.

We offer professional assistance services regarding obtaining various types of Electronic Travel Documents ("Visa") for foreign nationals to visit as a Tourist, other various temporary visas or to Reside Permanently in Australia.

Our professional processing assistance services (hereinafter, "the/ our Services"), among others, consist in:

- provide information regarding the visa of relevance to the user/ customer.
- provide support to the user/customer in completing the visa application form and submit it. Please note that the resolution time of an application is entirely at the hands of the Australian Department Of Home Affairs (DHA) and, therefore, beyond our reasonable control.
- keep the user/customer updated regarding the application process, as well as to inform the result of the application (approval or rejection). In this sense, we will contact you if the DHA has required more personal information and/or additional documentation to assess your application.
- provide the visa decision notice via clients email.

Remarks:

1. Approval or denial of a visa application is an exclusive competence of the DHA, in accordance with their security and/ or immigration laws and regulations.

- 2. We strongly recommend you to check the personal data and information in your Visa grant notice before travelling to Australia. If you find out that you have made a mistake when completing your application form, please contact our Customer Service Department prior to travel.
- 3. You will incur additional charges when the DHA makes an official request for more information to make a decision on your visa application. We will advise you of additional charges at that time.

# Hiring our Services

To hire our Services:

- You must be an adult and have the legal capacity to enter into contracts, according to the applicable national laws and regulations of your birth and/or residence country; and/or
- In case that the visa application is for a minor, you must guarantee that you are a parent or legal guardian.

To hire our Services you must follow the steps below:

**Step 1:** Select the assistance services of your interest and provide truthful, correct, complete and updated personal data and private information. This is essential as the visa document must match with the current information and situation of the document's holder.

The ancillary services could be selected at some point before proceeding to the payment page.

Remarks:

• Please be informed that you only are required to provide those personal data and information strictly necessary to obtain the

regard, if you provide us with more information than the ones expressly required, you consent to the processing of them for the purpose/s for which you're sending it, following our <u>Privacy</u> <u>Policy.</u>

In the event that you provide us with third parties personal data and/or information to submit an Electronic Travel Document application on his/her behalf, whether it is an adult or a minor, you guarantee to us that (i) you have informed the data subject about the purposes of processing his/her personal data and (ii) you have the data subject's consent to communicate us his/her personal data, except if the data subject is a minor and you are his/her parent and/or legal guardian. For further information regarding how we do process personal data check our <u>Privacy</u> <u>Policy.</u>

**Step 2:** Accept the "Declaration of the applicant" statement. In this step, you will be allowed to review the personal data and private information provided before going to the payment and you must expressly accept the present Terms and Conditions. For further information, please see the "Technical means for correcting errors" section.

**Step 3:** Select your preferred payment method among those indicated on our website and/or payment page and enter your payment information.

By confirming the payment of the costs of:

- (i) you corroborate your willingness to hire our professional services;
- (ii) you acknowledge you have been informed and agree with the costs of the visa of your interest and, when selected, any ancillary services.

Please see the "Costs" section, for further information on this regard.

Please bear in mind the provision of our assistance services will begin once the payment of the costs has been authorised and confirmed. You will receive an email confirming the services you have hired. At this point, the services provision contract is considered formalised and these Terms and Conditions enter into force and are binding on you and the Company.

# Costs

The costs of the visa Document of your interest and, when selected, the ancillary services will be shown on our website's payment page, so you can check it before entering your payment information.

A single charge will be made for the total costs. Said charge will include our private fee for the assistance services and, where applicable, the fees charged by the DHA for the document.

Our private service fees may change from time to time due to business strategy, objectives, or needs. The new service fees will be effective immediately, at the same time it is published on this website, not being necessary prior notice to Users and/or Customers. However, the new service fee is not retroactive and it will not affect Customers who have already hired our services before the change.

Please note that we are not responsible for any foreign exchange fees and/or surcharges imposed by your bank or card issuer and will not provide you with any compensation or refund for such circumstances.

# Payments

You may use different methods of payments to hire our Services. The payment methods we accept are indicated on our website and/ or the payment page of the Services.

We accept payments in euro only, our payment services provider is <u>Stripe</u>

Do not attempt to make a payment in a way other than those specified on our website. If you do, we will not be liable for loss of payment or any other damages that may arise from this action.

Call use If you are suspicious of any activity during the application or payment process.

By confirming the payment of the costs, you acknowledge and confirm that the debit/credit card used in the payment is yours or you are the legitimate holder. Therefore, the Company will not assume any responsibility in case you are not the holder or legitimate holder of the card since this circumstance is beyond our reasonable control. However, if necessary, the Company will provide appropriate cooperation to the Customer and/or law enforcement and/or judicial authorities, for the detection and/or investigation of fraudulent operation(s) linked to the debit or credit card used to make payment of the Services.

Please be informed that:

- If your debit/credit card has been blocked/declined/expired, we will be unable to process the payment of the costs and, therefore, our services will not be rendered. For any financial problems you might be experiencing, please contact your bank.
- The credit cards may be subjected to checks and authorisations by the issuing bank. If said entity does not authorise the intended payment, the Company will not provide

the assistance services and we will not assume any type of responsibility for lack of provision and/or delays in the provision of our professional processing services.

# **Refund Policy**

Customer satisfaction is one of the Company's priorities. Consequently, we offer our customers the option to apply for a refund in the event that they are not satisfied with our professional assistance services.

If you wish to request a refund, please complete and submit the contact form stating clearly your reason for the refund.

# Applicable Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the currently applicable Australia law.

In case of controversy or disagreement between the Customer and the Company arising from these Terms and Conditions, both parties agree to submit their resolution, at their free choice and expressly waiving any other jurisdiction to which they may be entitled, to the competent Courts and Tribunals of the place of residence of the Customer.

The nullity, total or partial, of any of the provisions of these Terms and Conditions, will not affect the validity of the other provisions.

The non-exercise by the Company of any right provided or derived from these Terms and Conditions shall not be construed, under any circumstances, as a waiver of said right, unless expressly and in writing waived by our company or legal prescription of the action that in each case corresponds according to the applicable current legislation.

### **Customer Service**

Please contact our Customer Service Department to facilitate communication between you and our Company. You may contact us through the contact form link below or telephone details as follows:

- Dublin office: +353 1 621 5669.
- Sydney office: +61 2 8011 4922.

<u> Visa Crew - Contact Form</u>

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