

Terms of Service Agreement

Aries Immigration Consulting, LLC (How2Immigrate) is international advisory firm. We provide a full spectrum of immigration consultancy services, representing individuals and corporations around the world seeking relocation and employment in the USA, Canada, Australia, New Zealand and Brazil.

Aries Immigration Consulting (How2Immigrate) provides non-legal services, including technological and administrative support, required for preparing and submitting visa applications for nonimmigrant, immigrant and citizenship status to the governmental agencies regulating foreign persons entering the United States, Canada, Australia, New Zealand and Brazil. Pursuant to the establishment of your account, whether it is individual or corporate, and this agreement, if and when necessary, Aries Immigration Consulting will, unless instructed otherwise, retain immigration attorneys or immigration consultants, to advise on the legal aspects of visa applications. Please follow the instructions carefully and in their entirety, thereby enabling Aries Immigration Consulting to provide the services in the Agreement.

The Service is offered to you on the condition of your acceptance without modification of the terms, conditions, and notices contained herein.

1. APPLICANT FILE AND SECURITY

To open a file, you must complete the registration process by providing How2Immigrate with current, complete and accurate information. Upon receipt of payment by How2Immigrate you will be informed of your file number – if applicable. You are entirely responsible for maintaining the confidentiality of your file number. Furthermore, you are entirely responsible for any and all activities that occur under your file. You agree to notify How2Immigrate immediately of any unauthorized use of your file or any other breach of security.

2. APPLICANT'S PRIVACY

It is How2Immigrate's policy to respect the privacy of its clients. How2Immigrate will not monitor, edit, or disclose any personal information on you or your use of the Service, including its contents, without your prior authorization unless How2Immigrate has a good reason to believe that such action is necessary to:

- Conform to legal requirements or comply with legal process.
- Protect and defend the rights or property of How2Immigrate.
- Act to protect the interests of its clients or others.

How2Immigrate does provide certain user information in aggregate form to third parties, including its advertisers, for demographics. In addition, your Internet Protocol address is transmitted with each message sent from your computer to our system. This is to ensure that there is a proper trail in case of any dispute on where the client has reason to believe their file was accessed without authorization.

Some personal information you provide to How2Immigrate may be stored outside of the country in which you reside. However, no other than those with authority from How2Immigrate will be able to access your information.

Information will never be accessed by a third party without your knowledge or consent. You agree that How2Immigrate may access your file, including its contents, as stated above or to respond to service or technical issues.

3. APPLICANT CONDUCT

You agree all information and documents you submit are true and correct. Aries Immigration Consulting has the right to fully rely on all information and documents you provide. In the event that Aries Immigration Consulting determines your application and supporting documents do not constitute a meritorious visa application, Aries Immigration Consulting reserves the right, in their sole discretion, to terminate your visa application and retain half of the visa application fee. In that event, no additional fees are due. You acknowledge and understand that Government Agencies, having jurisdiction over immigration matters, exercise discretion in making their decisions, and therefore Aries Immigration Consulting cannot be held liable, for any reason, if an Agency refuses to act upon, delays acting upon, or denies the application of any applicant. If you choose to appeal an Agency determination, you may be required to engage additional services from Aries Immigration Consulting or attorney of your choice at substantial cost, time and expense, and may be subject to judicial or administrative proceedings and other delays and/or inconveniences. Aries Immigration Consulting representation ends when you are informed of the Agency's final decision (i.e. an approval or denial of the application or petition in question), or Aries Immigration Consulting representation ceases upon receiving a termination request from you, or payment is not made as agreed.

As a condition of your use of the Service, you warrant to How2Immigrate that you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. The Service is provided to individuals only and for personal use only. Any unauthorized commercial use of the Service, or the resale of its services, is expressly prohibited unless prior authorization from the Board of Directors at How2Immigrate has been obtained. You agree to abide by all applicable local, provincial, federal, and international laws and regulations and are solely responsible for all acts or omissions that occur under your file, including the content of your transmissions through the Service. By way of example, and not as a limitation, you agree not to:

- Use the Service in connection with duplicitous, defamatory, abusive, harassing, stalking, threatening, or otherwise violating any legal rights (such as privacy and publicity) of others.
 - Create a false identity for the purpose of misleading others as to your identity or the identity of the sender.
 - Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Service applicant any directory of the Service applicants or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under the TOS.
 - Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
 - Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to the Service, other accounts, and computer systems or networks connected to the Service, through password mining or any other means.
 - Interfere with another applicant's use and enjoyment of the Service or another individual's or entity's use and enjoyment of similar services.

How2Immigrate reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

4. DISCLAIMERS/LIMITATION OF LIABILITY

The information and services included in or available through the Service may include inaccuracies or typographical errors. Changes are periodically added to the information herein. How2Immigrate and/or its respective agents may make improvements and/or changes in the Service at any time.

How2Immigrate does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available, are free of viruses or other harmful components.

How2Immigrate does not warrant or represent that the use or the results of the use of the Service or the materials made available, as part of the Service will be correct, accurate, timely, or otherwise reliable.

You specifically agree that How2Immigrate shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered through the Service.

You specifically agree that How2Immigrate is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that How2Immigrate is not responsible for any content sent using and/or included in the Service by any third party.

5. INDEMNIFICATION

You agree to indemnify and hold How2Immigrate, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Service.

6. TERMINATION

How2Immigrate may terminate your access to any part or all of the Service and any related services at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever. Should How2Immigrate terminate services with you, How2Immigrate will refund all money paid.

If you wish to terminate your account, you shall provide notice in writing that you are discontinuing the use of the Service. Should you terminate your account at any stage, all money paid for the Service shall be non-refundable.

7. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

Any dealings with Advertisers on the Service or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the Advertiser or other third party.

How2Immigrate shall not be responsible or liable for any part of any such dealings or promotions.

8. PROPRIETARY RIGHTS TO CONTENT

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to you by the Service, by How2Immigrate, or How2Immigrate's Advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content for your personal, non-commercial use only, provided that you keep all copyright and other proprietary notices intact. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service and its associated Web sites, including code and software.

9. MODIFICATIONS TO TERMS OF SERVICE, APPLICANT POLICIES

How2Immigrate reserves the right to change the TOS or policies regarding the use of the Service at any time and to notify you by posting an updated version of the TOS on this Web site. You are responsible for regularly reviewing the TOS. Continued use of the Service after any such changes shall constitute your consent to such changes.

10. GENERAL

Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and How2Immigrate as a result of this agreement or use of the Service. How2Immigrate performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of How2Immigrate's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by How2Immigrate with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and How2Immigrate with respect to the Service (excluding the use of any software which may be subject to an end-user license agreement) and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and How2Immigrate with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and How2Immigrate agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the TOS are solely used for the convenience of the parties and have no legal or contractual significance.

11. LANGUAGE

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

12. REFUNDS

Aries Immigration Consulting (How2Immigrate) will refund all fees paid should your application for visa, or application for citizenship, be refused by the Government or an agency thereof (including Case Processing Centers, Visa Posts, High Commission Offices, Embassies and Consulates) for reasons different than change of immigration law or policy, problems with your police record, medical exam, false documentation, or failure or refusal to follow the instructions given by your immigration consultant. Upon presentation of a letter of refusal from the Government or agency thereof, How2Immigrate will refund all fees paid within 48 hours. The Government processing fees or landing fees or citizenship fees remain to be your sole responsibility, and How2Immigrate shall incur no liability for the stated fees. Should you withdraw your application after submitting your application to the Government or an agency thereof, prior to approval by the Government or an agency thereof, How2Immigrate will not refund any money paid by you for professional services rendered.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ARIES IMMIGRATION CONSULTING (HOW2IMMIGRATE). BY RETAINING OUR SERVICES YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS SERVICE AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS THEREOF.

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