

Concord Visa — Terms of Service

1. Who we are

These Terms of Service ("Terms") govern your use of the services and platform provided under the Concord Visa brand. Concord Visa is a brand of Crimson Consulting Limited, a company incorporated in New Zealand (Company Number 4957459, NZBN 9429041095355), with its principal place of business at Level 4, 125 Saint Georges Bay Road, Parnell, Auckland 1052, New Zealand ("Concord", "we", "us", "our").

Concord is not a law firm and does not itself provide legal advice. Our services are delivered by immigration professionals who are licensed, registered or otherwise authorised to provide immigration advice in the relevant jurisdiction, including registered migration agents in Australia (MARA) and Regulated Canadian Immigration Consultants (CICC) in Canada.

2. Definitions

- "Advisory Services" means the immigration advisory and application support services described in clause 4, as scoped for you in an Engagement Summary.
- "Engagement Summary" means the document (however titled — engagement summary, order form, or proposal) agreed with you at the point of purchase that sets out the scope of Advisory Services, the fees, and the payment schedule for your matter.
- "Platform" means the software, tools, portals, content and communications made available by Concord, including the client dashboard and case-management tools.
- "Services" means the Advisory Services and the Platform together.
- "Authorised Professional" means a person licensed, registered or otherwise authorised to provide immigration advice in the relevant jurisdiction, including registered migration agents in Australia (MARA) and Regulated Canadian Immigration Consultants (CICC) in Canada.

3. Acceptance of these Terms; when an engagement begins

By using the Services, creating an account, or signing an Engagement Summary, you confirm that you are at least 18 years of age, have the legal capacity to enter into a binding agreement, and agree to these Terms. If you use the Services on behalf of a company, you confirm you are authorised to bind that company.

Use of the website or the Platform does not, by itself, create an adviser-client relationship between you and Concord or any Authorised Professional. An engagement in respect of your immigration matter begins only when an Engagement Summary is agreed. Until an Engagement Summary is agreed, Concord assumes no responsibility for your immigration matter, including any deadlines that apply to it.

4. Our Services

Concord is a technology platform through which immigration services are delivered. Our Services have two parts:

(a) Platform and case-management services.

The Platform provides the tools through which your matter is managed, including the client dashboard, document collection and organisation, case status tracking, communications, and support from our case managers and client team — for example, updating documents, responding to queries about your case status, and assisting with the logistics of lodgement. These platform and case-management services do not constitute immigration or legal advice.

(b) Immigration advice and application services.

Within an agreed engagement, Concord provides immigration advisory and application support services, including:

- assessment of your eligibility for visa categories in the jurisdictions we serve;
- immigration strategy and case planning;
- preparation, review and organisation of visa applications and supporting evidence; and
- support with lodgement of applications with the relevant government authorities.

Immigration advice is provided only by, or under the supervision of, an Authorised Professional in the relevant jurisdiction. Where a matter concerns United States immigration, legal services are provided solely by Crimson Talent Immigration, LLC pursuant to a separate client agreement between you and that firm.

Nothing on our website, and no general guides, resources or other materials we publish, constitutes legal or immigration advice. Blank immigration forms and related instructions are available free of charge from the relevant government authorities.

5. Your engagement and your obligations

The specific Advisory Services we will provide for your matter, and any exclusions, are set out in your Engagement Summary. Unless expressly included in your Engagement Summary, the Advisory Services do not include government filing fees, translation or courier costs, appeals, reviews or litigation, or advice on matters outside the agreed scope.

You agree to:

- provide information and documents that are true, accurate and complete, and tell us promptly if anything changes;
- respond to requests for information or documents in a timely manner, understanding that delays may affect deadlines set by government authorities; and
- make decisions on your matter where a decision is required from you.

We may decline or discontinue an engagement where a conflict of interest arises, where information provided is false or misleading, or where continuing would put us or an Authorised Professional in breach of a legal or professional obligation.

6. Fees, payment and refunds

The fees for your Advisory Services, and the payment schedule, are set out in your Engagement Summary. Unless stated otherwise in your Engagement Summary:

- fees are fixed for the agreed scope and payable in the currency and instalments stated;
- government filing fees, and third-party costs such as translations and courier charges, are additional and payable by you;

- invoices are payable by the due date stated on the invoice; and
- fees for work already performed are non-refundable, except as required by law or as stated in your Engagement Summary. Nothing in these Terms limits rights you have under applicable consumer protection laws that cannot be excluded.

Fees do not depend on, and are not refundable by reference to, the outcome of any application (see clause 7).

7. No guarantee of outcome

Decisions on visa and immigration applications are made solely by the relevant government authorities. We do not guarantee any particular outcome, approval, or processing timeline, and no statement by us should be read as such a guarantee.

8. Platform access, accounts and security

We grant you a non-exclusive, non-transferable, revocable licence to use the Platform for the purpose of receiving the Services. You must not reverse engineer the Platform, use it for any unlawful purpose, use it to develop a competing product, or attempt unauthorised access to any part of it.

You are responsible for maintaining the confidentiality of your account credentials and for activity under your account. Tell us immediately if you suspect unauthorised use. We may suspend or terminate access for breach of these Terms.

9. Intellectual property

Concord owns all intellectual property in the Platform, our content, trademarks, software and documentation. Except for the licence in clause 8, no ownership rights are transferred to you. Documents prepared specifically for your matter may be used by you for the purpose of your application.

10. Privacy

Our collection and handling of your personal information is governed by our Privacy Policy, available at concordvisa.com/legal/privacy-policy. If these Terms conflict with the Privacy Policy in respect of personal information, the Privacy Policy prevails.

11. Termination

You may end your engagement by written notice, in which case fees for work performed to the date of termination (and any non-recoverable committed costs) remain payable. We may end an engagement or suspend the Services for material breach of these Terms, non-payment, or the circumstances described in clause 5, giving you reasonable notice where practicable.

12. Disclaimers and limitation of liability

The Platform is provided "as is" to the extent permitted by law. To the maximum extent permitted by law, our total aggregate liability arising out of or in connection with the Services is limited to the fees you paid to us in the 12 months preceding the event giving rise to the claim. Nothing in these Terms excludes or

limits liability that cannot be excluded or limited by law, including under applicable consumer protection legislation.

13. Governing law and dispute resolution

These Terms are governed by the laws of New Zealand, without regard to conflict of law principles. The parties will first attempt to resolve any dispute in good faith negotiation; failing resolution, disputes are subject to the jurisdiction of the New Zealand courts. This clause does not limit any non-excludable rights you have to bring proceedings in your own jurisdiction under applicable consumer protection laws.

14. Changes to these Terms

We may update these Terms from time to time. Updates will be posted on our website and, where the change is material, notified to active clients by email. Changes do not alter the terms of an Engagement Summary already agreed.

15. Contact and company information

Concord Visa is a brand of Crimson Consulting Limited.

- Legal entity: Crimson Consulting Limited
- Company Number: 4957459
- NZBN: 9429041095355
- Address: Level 4, 125 Saint Georges Bay Road, Parnell, Auckland 1052, New Zealand
- Email: contact@concordvisa.com
- Phone: +64 21 608 067