

# Terms and Conditions for Services Provided by Authorized Partners

These Terms and Conditions (“**Terms**”) govern your access to and use of services provided by an **Authorized Partner of TAP Limited** (“**TAP**,” “**we**,” “**us**,” “**our**”), including but not limited to assistance with applications, guidance, submission of forms, and related support services (the “**Service**”). By accessing, registering with, or using the Service through an Authorized Partner, you agree to these Terms and explicitly authorize the Authorized Partner to act on your behalf.

If you do not agree with these Terms, you must not use the Service.

## 1. Scope of Service

1.1 The Authorized Partner may provide:

- Guidance and advice regarding eligibility, application processes, and required documentation.
- Assistance in completing and submitting applications independently or on your behalf.
- Liaison services between you and providers, including follow-ups and communications.

1.2 The Service **does not guarantee acceptance** of any application by TAP, institutions, or immigration authorities. TAP and the Authorized Partner retain the sole discretion to accept, reject, or request modification of applications.

1.3 Students are solely responsible for the accuracy and completeness of all submitted information. Agents are strongly advised to conduct **full due diligence** before submitting applications on behalf of students.

## 2. Application Processing and Risks

2.1 Applications will be processed promptly; however, TAP and the Authorized Partner are **not responsible for delays, rejections, or cancellations** due to:

- Verification and validation of submitted information
- Institutional or provider policies regarding acceptance or refunds
- Immigration authorities, including visa rejections or deportation
- Technical failures, force majeure events, or circumstances beyond TAP/Authorized Partner’s control

2.2 Students acknowledge and accept that TAP and the Authorized Partner **cannot guarantee any refund, commission, visa approval, or institutional acceptance**.

## 3. Fees, Payments, and Refunds

*Cloud Education Holdings Group is the legal entity overseeing all affiliated companies and subsidiaries, including Cloud Education Group Private Limited (trading as Cloud Education and Visa Services), The Authorized Partner (TAP), PrepX, and Oshccover.com.*

3.1 Service fees are payable to the Authorized Partner in addition to any application, tuition, or provider fees.

3.2 Payment is due at the time of submission unless otherwise agreed.

3.3 Refunds and cancellations:

- TAP and the Authorized Partner **are not liable** if institutions deny refunds.
- Any denial of refunds, withholding of commissions, or disputes with providers does not create any liability for TAP or the Authorized Partner.
- Students/agents acknowledge that all financial or operational risks are borne by them.
- Refund requests must be submitted in writing to the Authorized Partner, including transaction details, sender details, payment amount, and reason.

3.4 Students explicitly agree that TAP and the Authorized Partner **cannot be held responsible for any financial loss** arising from:

- Institutional refund policies
- Commission payment issues with providers
- Application or visa rejections by immigration authorities
- Deportation or other adverse immigration actions

## 4. Student/Agent Responsibility and Due Diligence

4.1 Students and agents must:

- Verify eligibility requirements for institutions, courses, and visas before submission.
- Ensure accuracy and completeness of all documents and information.
- Confirm institutional refund policies and any provider commission terms.

4.2 Agents are strongly advised to perform **full due diligence** before submitting applications to TAP. TAP and the Authorized Partner assume no responsibility for errors or omissions caused by agents or students.

## 5. Accuracy and Responsibility for Information

5.1 All information provided to the Authorized Partner must be accurate, complete, and current.

5.2 Any false, misleading, or incomplete information may result in application rejection, visa denial, deportation, or financial loss.

5.3 TAP and the Authorized Partner **will not be liable** for any loss or consequence arising from inaccurate information, whether intentional or unintentional.

## 6. Intellectual Property and Materials

*Cloud Education Holdings Group is the legal entity overseeing all affiliated companies and subsidiaries, including Cloud Education Group Private Limited (trading as Cloud Education and Visa Services), The Authorized Partner (TAP), PrepX, and Oshccover.com.*

6.1 Uploaded materials (documents, images, forms, content) are considered non-confidential unless otherwise agreed.

6.2 TAP and the Authorized Partner may use, reproduce, distribute, or display such materials for the purpose of providing the Service.

6.3 You warrant that uploaded content:

- Does not infringe third-party rights
- Complies with applicable laws
- Is free from harmful content or malware

## 7. Privacy and Data Protection

7.1 The Authorized Partner may collect and share your personal information with TAP solely for providing the Service.

7.2 All data must be accurate. You consent to processing in accordance with TAP's Privacy Policy.

7.3 You agree to receive communications via email, SMS, or phone related to the Service.

## 8. Prohibited Conduct

You must not:

- Introduce viruses or harmful code
- Attempt unauthorized access
- Conduct denial-of-service attacks or disrupt systems
- Use the Service for illegal purposes

Violation may result in immediate termination and reporting to law enforcement.

## 9. Limitation of Liability

9.1 The Service is provided "as is," without warranties.

9.2 TAP and the Authorized Partner **shall not be liable** for:

- Losses due to visa denial, deportation, or immigration actions
- Denied institutional refunds or withholding of provider commissions
- Indirect, incidental, consequential, or punitive damages
- Losses caused by inaccurate information or documents

9.3 Students explicitly acknowledge and accept these risks and agree that TAP and the Authorized Partner **cannot be held liable for any financial, legal, or personal loss** resulting from any of the above.

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## 10. Indemnity

You agree to indemnify, defend, and hold harmless TAP and the Authorized Partner, including officers and employees, against claims, damages, losses, liabilities, or expenses arising from:

- Violation of these Terms
- Submission of false or misleading information
- Breach of applicable laws
- Any adverse consequences from applications, refunds, commissions, or immigration outcomes

## 11. Force Majeure

TAP and the Authorized Partner are not liable for delays, losses, or failures caused by:

- Natural disasters, pandemics, or public emergencies
- Government or institutional actions
- Cyberattacks, technical failures, or other circumstances beyond control

## 12. Complaints and Dispute Resolution

12.1 Complaints must be submitted in writing via the Authorized Partner or TAP's Contact Us page.

12.2 Any dispute will first be referred to a sole arbitrator appointed by TAP.

12.3 Arbitration will be in English at a location determined by TAP, and the arbitrator's decision will be final and binding.

## 13. Governing Law and Jurisdiction

These Terms are governed by the laws designated by TAP. All disputes shall fall under the jurisdiction chosen by TAP.

## 14. Termination

TAP or the Authorized Partner may terminate access to the Service if:

- Terms are breached
- Misuse occurs
- Legal or regulatory obligations require termination

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Termination does not relieve obligations, including payment, indemnity, or compliance.

## 15. Amendments

TAP may amend these Terms at any time. Updated Terms will be communicated through the Authorized Partner. Continued use constitutes acceptance of amendments.

### ZERO TOLERANCE POLICY – CONDUCT & PROFESSIONAL BEHAVIOR

#### Cloud Education Holdings & Affiliated/Subsidiary Companies

**1. Scope** This policy applies to all individuals associated with Cloud Education Holdings, including its affiliates and subsidiary companies, such as employees, contractors, agents, and partners.

**2. Zero Tolerance Statement** Cloud Education Holdings maintains a strict **zero tolerance policy** toward any form of:

- Disrespect or harassment (verbal, written, or physical)
- Sexual violence or misconduct
- Bullying or intimidation
- Any other form of unprofessional or inappropriate behavior

directed at or by any employee, partner, contractor, or associate.

**3. Our Commitment to Our People** Cloud Education Holdings proudly regards its employees as one of its most valuable and treasured assets. We are committed to maintaining a safe, respectful, and dignified working environment for all.

**4. Consequences of Violation** Any individual found to be in violation of this policy shall be subject to the following actions, without exception:

- **Immediate withholding of commissions** and any pending financial entitlements
- **Termination** of contract or employment
- **Legal proceedings**, where applicable, in accordance with applicable local and international law

**5. Reporting** All individuals are encouraged to report any incidents of misconduct promptly to the designated HR or compliance authority within the organization.

**6. Acknowledgment** By engaging with Cloud Education Holdings or any of its affiliated or subsidiary entities, all parties agree to abide by this policy in its entirety.

## 16. Acknowledgment

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By using the Service, you acknowledge that:

- You have read, understood, and agreed to these Terms
- You accept all risks, including loss of fees, visa issues, deportation, and provider-related disputes
- You authorize the Authorized Partner to act on your behalf
- You consent to full due diligence by yourself or your agent before submission