

# ALAVISA, INC. - TERMS OF SERVICE

Last Updated: May 1, 2026

These Terms of Service (this "Agreement") govern your access to and use of the Alavisa, Inc. ("Alavisa," "we," "our," or "us") platform and services. By creating an account and using Alavisa's services, you acknowledge and agree to the following terms. This Agreement incorporates the Alavisa Privacy Policy (the "Privacy Policy") by reference. All capitalized terms not defined herein have the meanings set forth in the Privacy Policy.

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## 1. About Alavisa and Our Services

Alavisa provides a technology-enabled document preparation and application support service designed to assist users in organizing and completing visa application materials. Alavisa is not a law firm and does not provide legal advice, legal representation, or immigration counseling. The information, tools, and resources provided through our platform are for general informational and document preparation purposes only and should not be relied upon as legal advice. Alavisa does not act as your attorney or legal representative, does not communicate with government agencies on your behalf, and does not submit applications on your behalf. No attorney-client or fiduciary relationship is created through use of this platform. You remain solely responsible for reviewing, confirming, and submitting your application materials.

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## 2. Consent to Data Collection and Use

By using the platform, you consent to the collection, processing, and use of your personal data as described in the Privacy Policy. You acknowledge that you have read and understood the Privacy Policy prior to using the platform.

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## 3. Account Registration and Security

To use the platform, you must create an account and provide accurate, current, and complete registration information. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify Alavisa immediately at [support@alavisa.global](mailto:support@alavisa.global) if you become aware of any unauthorized use of your account or any other breach of security. Alavisa is not liable for any loss or damage arising from your failure to safeguard your account credentials.

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## **4. User Responsibility**

You acknowledge and agree that:

- You are solely responsible for the accuracy, completeness, and truthfulness of all information provided.
- You are solely responsible for reviewing all application materials before submission.
- You are solely responsible for submitting your application to the appropriate government authority.

Alavisa bears no responsibility for errors, omissions, or inaccuracies in user-provided information.

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## **5. No Guarantee of Outcome; Changes in Law**

Alavisa does not guarantee visa approval, processing times, or immigration outcomes. All decisions are made exclusively by U.S. government authorities or other relevant institutions. Immigration laws, policies, procedures, and embassy requirements may change at any time without notice. Alavisa is not responsible for changes in immigration laws or regulations, updated government forms, embassy-specific requirements, or government delays or disruptions.

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## **6. Disclaimer of Warranties**

The platform and all services are provided "as is" and "as available," without warranties of any kind, either express or implied. Alavisa disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Alavisa does not warrant that the platform will meet your requirements, be uninterrupted, timely, secure, or error-free. Alavisa does not warrant that the platform will be free from technical defects, and you acknowledge that government websites may experience outages or disruptions beyond Alavisa's control.

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## **7. Limitation of Liability**

To the fullest extent permitted by law, Alavisa shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including any such damages that may arise out of or relate to:

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- Visa denials or rejections
- Application delays
- Government actions or policy changes
- Errors resulting from user-provided information
- Technical interruptions

Under no circumstances shall Alavisa's total aggregate liability for all claims arising out of or relating to this Agreement exceed the total fees paid by you to Alavisa during the twelve (12) months immediately preceding the event giving rise to the claim. You agree that legal responsibility for your application and its outcome rests entirely with you.

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## **8. Indemnification**

You agree to defend, indemnify, and hold harmless Alavisa, its founders, officers, employees, contractors, and advisors from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising from:

- Your use of the platform
  - Your application submissions
  - Violation of this Agreement
  - Inaccurate or incomplete information you provide
  - Your violation of any third-party rights or applicable laws
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## **9. Service Fees; Pass-Through Fees; Refund Policy**

Alavisa may charge fees for packages or bundles of services at prices set by Alavisa from time to time. Certain service packages may include, in addition to amounts attributable to Alavisa's services ("Service Fees"), amounts intended to cover application fees, filing fees, and other pass-through expenses payable to third parties, including U.S. and foreign government agencies (collectively, "Pass-Through Fees").

Alavisa collects and remits Pass-Through Fees solely as a convenience to you. Alavisa is not a payment processor, fiduciary, escrow agent, or agent of any governmental authority or other third party with respect to Pass-Through Fees, and Alavisa assumes no responsibility or liability in connection with the collection, holding, transmission, timing, acceptance, rejection, application, or use of such amounts by any third party, including any governmental authority. Without limiting the foregoing, Alavisa is not responsible for changes in the amount of any application, filing, or government fee, for any delay or failure by any third party (including any governmental authority) in receiving, acknowledging, processing, or applying any Pass-Through Fees, or for any decision, action, or inaction by any third party related to your application.

Notwithstanding anything to the contrary in this Agreement and to the maximum extent permitted by applicable law, all Pass-Through Fees and any portion of any package price attributable to Pass-Through Fees, are non-refundable, whether or not the underlying application is submitted, accepted, rejected, denied, delayed, withdrawn, or otherwise, and whether or not the applicable third party or governmental authority ultimately applies, refunds, or returns such amounts to Alavisa.

Except as expressly provided below, Service Fees are also nonrefundable. However, solely with respect to the Alavisa F-1 visa application service, if you have not yet submitted your application through the platform, you may request a refund of the Service Fees as follows:

- Within seven (7) days of payment and before any documents have been generated by the platform: Alavisa will provide a full refund of the portions of the Alavisa F-1 visa application fee categorized as Service Fees.
- After documents have been generated but before submission: Alavisa will provide, in its sole discretion, a refund of up to 50% of the portion of the Alavisa F-1 visa application fee categorized as Service Fees.
- After submission: no portion of the Alavisa F-1 visa application fee will be refunded.

Refund requests must be submitted to [support@alavisa.global](mailto:support@alavisa.global). Refunds will be processed within fourteen (14) business days of approval.

For the avoidance of doubt, government fees (including SEVIS and visa application fees), whether paid directly by you to the U.S. government or collected by Alavisa from you as Pass-Through Fees and remitted on your behalf, are non-refundable.

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## 10. Intellectual Property

All content, software, workflows, branding, documentation, and materials provided through the Alavisa platform are the exclusive property of Alavisa, Inc. and are protected by United States and international copyright and intellectual property laws. Alavisa grants you a limited, non-exclusive, non-transferable, revocable license to access and use the platform solely for your personal, non-commercial visa application purposes. You shall not:

- Copy, reproduce, distribute, publish, display, or modify any platform content.
- Reverse engineer, decompile, or disassemble any platform software.
- Use the platform for any unauthorized commercial purposes.
- Create derivative works based on platform content or technology.

Use of Alavisa inconsistent with this Agreement may result in termination of your access and legal action.

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## 11. Prohibited Uses

You agree that you will not:

- Use the platform for any unlawful purpose or in any way that could damage, disable, overburden, or impair the platform.
  - Use any robot, spider, scraper, or other automated means to access the platform without Alavisa's express written consent.
  - Attempt to gain unauthorized access to any portion of the platform or any systems or networks connected to it.
  - Introduce any viruses, malware, or other harmful code to the platform.
  - Impersonate any person or entity or misrepresent your affiliation with any person or entity.
  - Use the platform for any purpose other than its intended visa application support purpose.
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## 12. Force Majeure

Alavisa shall not be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including but not limited to:

- Government shutdowns or actions
  - Embassy closures
  - Natural disasters
  - War or civil unrest
  - Pandemic or public health emergencies
  - Internet or telecommunications disruptions
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## 13. Third-Party Websites

Alavisa may direct users to third-party websites, including government portals (e.g., USCIS, CEAC). Alavisa does not make any representations regarding the content or accuracy of material on third-party websites and is not responsible for the content, security, or data practices of any third-party websites. Use of third-party websites is at your own risk. For details on how Alavisa handles your data in connection with third-party services, please refer to the Privacy Policy.

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## 14. Age Eligibility

The platform is intended for users over the age of 18. However, if you are at least 14 years old, you may use Alavisa if and only if you have obtained the consent of your parent or legal guardian, and if and only if that parent or legal guardian has also accepted the terms of this Agreement on your behalf. By proceeding or by using the platform in any way, you represent and warrant that you either meet these age requirements and are of legal age to consent to the processing of your personal data under applicable law, or that you have obtained the consent of a parent or legal guardian, who has him- or herself accepted the terms of this Agreement on your behalf. Use of the platform by or on behalf of anyone under the age of 14 is strictly prohibited.

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## **15. Informal Dispute Resolution; Arbitration and Class Action Waiver**

(a) Informal Resolution. Before initiating any arbitration or court proceeding, you and Alavisa each agree to first attempt to resolve any dispute informally. The party raising the dispute must send a written description of the claim, including all relevant facts and desired resolution, to the other party. For claims against Alavisa, send your notice to support@alavisa.global. Alavisa will send notices to the email address associated with your account. The parties shall attempt in good faith to resolve the dispute within thirty (30) days of receipt of the written notice. If the dispute is not resolved within that period, either party may proceed to arbitration as set forth below.

(b) Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof that is not resolved through the informal process described above shall be resolved through binding arbitration administered by the American Arbitration Association ("AAA") under the AAA Consumer Arbitration Rules then in effect, on an individual basis. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Arbitration shall occur in New York City, NY.

(c) Costs and Fees. Payment of arbitration fees shall be governed by the AAA Consumer Arbitration Rules. If the arbitrator finds that the costs of arbitration are prohibitive for you compared to the costs of litigation, Alavisa will pay as much of the filing and hearing fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

(d) Small Claims Exception. Notwithstanding the foregoing, either party may bring an individual action in small claims court in New York City, NY if the claim falls within that court's jurisdictional limits.

(e) Class Action Waiver. You and Alavisa agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. You waive the right to a jury trial and to participation in a class action or representative proceeding. If a court or arbitrator determines that this class action waiver is unenforceable as to a particular claim, then that claim (and only that

claim) shall be severed from arbitration and may be brought in court, while the remaining claims shall continue to be resolved through arbitration.

(f) Opt-Out. You may opt out of this arbitration provision by sending written notice to support@alavisa.global within thirty (30) days of your first acceptance of this Agreement. Your notice must include your name, account email address, and a clear statement that you wish to opt out of arbitration. If you opt out, all other provisions of this Agreement will continue to apply.

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## **16. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. Any legal action or proceeding not subject to arbitration shall be brought exclusively in the state or federal courts located in Delaware, and each party consents to the personal jurisdiction of such courts.

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## **17. Termination**

You may terminate this Agreement at any time by closing your account or by providing written notice to Alavisa. Alavisa may terminate this Agreement or suspend your access to the platform at any time, including immediately upon notice if you breach any material term of this Agreement. Upon termination, Alavisa will handle your personal data in accordance with the Privacy Policy, including its data retention and deletion provisions. At your election, Alavisa will securely delete or return your personal data in a commonly used, machine-readable format, except to the extent Alavisa is required by applicable law to retain such data. The following sections shall survive termination of this Agreement: Section 6 (Disclaimer of Warranties), Section 7 (Limitation of Liability), Section 8 (Indemnification), Section 15 (Informal Dispute Resolution; Arbitration and Class Action Waiver), and Section 16 (Governing Law and Venue).

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## **18. Modification**

Alavisa reserves the right to update or modify this Agreement at any time. Your continued use of the platform after the effective date of any modification constitutes acceptance of the modified Agreement.

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## **19. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

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## **20. Entire Agreement**

This Agreement, together with the Privacy Policy and any documents incorporated herein by reference, constitutes the entire agreement between you and Alavisa with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, agreements, and understandings, whether written or oral.

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## **21. Electronic Communications**

By creating an account, you consent to receive communications from Alavisa electronically, including by email and platform notifications. You agree that all notices, agreements, disclosures, and other communications that Alavisa provides electronically satisfy any legal requirement that such communications be in writing.

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## **22. Contact Information**

For questions about this Agreement, contact:

support@alavisa.global

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## **23. Acceptance**

By proceeding, you confirm that you have read, understood, and agree to this Agreement and the Privacy Policy. Your electronic acceptance creates a legally binding obligation under this Agreement.

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### **ELECTRONIC AGREEMENT BOX:**

Student Name: \_\_\_\_\_

Date of Birth (M/D/Y): \_\_\_\_\_

Signature: \_\_\_\_\_

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