

## **WEBSITE TERMS**

**Welcome to mohesr.vfsglobal.com** (the “Site”), operated by VFS, officially appointed by the United Arab Emirates Ministry of Higher Education, Scientific Research, Technology, and Innovation (“MOHSER”).

These Website Terms (“Terms”) govern your access to and use of the Site and the services offered herein, including but not limited to services related to the screening and verification of academic, professional, and other documents submitted by users or applicants.

**For the purposes of these Terms, “you” or “User” shall mean any entity (including but not limited to corporations, partnerships, governmental bodies, non-profit organizations, or other legal persons) that accesses or uses the Site, as well as any individual acting on behalf of such entity.**

By accessing or using the Site, **the entity and its authorized representatives** acknowledge that they have read, understood, and agree to be legally bound by these Terms, as well as our Privacy Policy. If you do not agree to these Terms, you must refrain from using the Site.

These Terms are governed by the laws of the United Arab Emirates. VFS reserves the right to amend these Terms at any time, with such changes becoming effective upon posting. Continued use of the Site constitutes acceptance of any such changes. Breach of these Terms may result in suspension or termination of access and may subject you to legal action.

## **AUTHORIZED USE**

You are granted a limited, non-exclusive, revocable and non-transferable license to utilize and access the Site pursuant to the requirements and restrictions of these Terms. VFS may change, suspend, or discontinue any aspect of the Site at any time. VFS may also, without notice or liability, impose limits on certain features and services or restrict your access to all or portions of the Site. You shall have no rights to the proprietary software and related documentation, if any, provided to you in order to access the Site. Except as provided in these Terms, you shall have no right to directly or indirectly, own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve, or create any new or derivative works from, or display, distribute, perform, or in any way exploit the Site, or any of its contents (including software) in whole or in part.

## **SITE CONTROL AND APPLICABLE LAW**

The United Arab Emirates is the country of domicile for VFS, which operates and administers this Site from and within the U.A.E. VFS makes no representation that the Site or its content is appropriate or available for use in other jurisdictions. Users accessing the Site from outside the U.A.E. are solely responsible for compliance with applicable local laws.

Users are prohibited from using, exporting, or re-exporting any content or materials from the Site in violation of any applicable laws or regulations, including but not limited to U.A.E. export control laws.

These Terms and any access to or use of the Site shall be governed by the laws of the United Arab Emirates, without regard to its conflict of law principles. Any disputes arising in connection with the Site shall be subject to the exclusive jurisdiction of the competent courts of Dubai, the United Arab Emirates.

## **PURCHASES AND PAYMENT TERMS**

- Service Fees are exclusive of applicable taxes in the respective country from where the application is made. Our Site will clearly indicate where any additional taxes, including VAT, are applicable and payable by You. The full price, including any applicable taxes, will be displayed prior to Your final confirmation of the purchase, ensuring that You are fully informed of the total amount payable before completing the transaction.
- The price and currency selected at checkout will be charged to your card and reflected on the transaction receipt. VFS accepts Visa and Mastercard debit and credit cards in AED. All transactions are subject to the terms and conditions of the respective payment service providers; users are advised to review their user agreements and privacy policies prior to transacting.
- These Terms supersede all prior agreements, whether oral or written, relating to the subject matter herein. Any waiver or modification must be in writing and signed by an authorized representative of VFS. Refunds, where applicable, will be processed to the original payment method. Any loss incurred due to bank charges or fluctuations in exchange rates shall be borne exclusively by the Applicant. VFS shall not be liable for the payment of any interest in relation to such amounts. A confirmation email will be issued within 24 hours of successful payment.
- In the event of any refund requests, any Goods and Services Tax (GST), Value Added Tax (VAT), or other applicable indirect taxes levied on the Service Fees may be refunded, subject to the provisions of applicable tax legislation and the prevailing refund policy.

## **USER REPRESENTATIONS**

**By accessing the Site, you represent and warrant that you are duly organized, validly existing, and in good standing under the laws of your jurisdiction of incorporation or establishment (if applicable), and that the individual accepting these Terms is duly authorized to act on behalf of and bind the entity.** You further affirm that any content submitted by you does not infringe upon the intellectual property or proprietary rights of any third party, including but not limited to copyrights, trademarks, patents, trade secrets, or rights of privacy.

**Individuals under the age of 18 are prohibited from registering, transacting, or using the Site on their own behalf or on behalf of any entity.**

## **PERMITTED USE**

**You are authorized to access and view the Site solely for the internal business purposes of the entity you represent.** Reproduction, distribution, modification, or deep-linking of Site content is prohibited without prior written consent from VFS. All content and software on the Site are the property of VFS.

**Entities must ensure that all persons accessing the Site on their behalf comply with these Terms.**

Cardholders must retain copies of transaction records and applicable merchant policies.

## **YOUR ACCOUNT**

If you use the VFS Site, **the entity and its authorized representatives** are responsible for maintaining the confidentiality of your account and password and for restricting access to your account from any devices, and you agree to accept responsibility for all activities that occur under your account or password. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

## **CANCELLATION AND REFUND TERMS**

All payments are non-refundable once an application is submitted. Refunds are issued only if the amount paid exceeds the cost of the issued evaluation or verification report. No refunds will be granted for cancellations post-submission or for incomplete documentation.

Services are non-cancellable once rendered. Reports will not be digitally or physically delivered if submitted under regulatory request.

**For entity submissions, an electronic copy may be available for download by the authorized representative.**

## **SANCTIONS COMPLIANCE**

This Site and its operators strictly adhere to all applicable international, regional, and national sanctions laws and regulations, including those imposed by the United Nation, the United Arab Emirates and other relevant authorities.

Accordingly, no services shall be provided to, or on behalf of, individuals or entities located in or ordinarily resident in countries or territories subject to comprehensive international sanctions.

No payments shall be accepted from financial institutions, individuals or entities located in or associated with sanctioned jurisdictions.

Users are solely responsible for ensuring that their use of the Site does not violate any applicable sanctions laws. By accessing or using the Site, **the entity and its authorized representatives** represent and warrant that they are not subject to any sanctions or trade restrictions and are not acting on behalf of any sanctioned party.

VFS shall not be obligated to perform, or cause to be performed, any service or take any action that would constitute a violation of any applicable economic sanctions laws, regulations, or embargoes. This includes, but is not limited to, those administered by the United States (e.g., the Office of Foreign Assets Control ("OFAC")), the United Nations, the European Union, the United Kingdom, or any other relevant governmental authority with jurisdiction over VFS's global operations (collectively, "Sanctions Laws").

VFS reserves the right to decline, suspend, or cease performance of any service, in whole or in part, without liability to the User, if VFS determines, in its reasonable judgment, that such performance would or would likely result in a breach of Sanctions Laws.

This right applies regardless of any prior commitment or instruction.

Any breach of this clause may result in the immediate suspension or termination of access to the Site and may subject the user to legal action, including reporting to relevant authorities.

## **PROHIBITION OF COMMERCIAL USE**

**Use of the Site for commercial purposes unrelated to the internal business operations of the entity, including sales, advertising, or solicitations, is strictly prohibited without prior written consent from VFS.** Unauthorized commercial activity may result in removal of content, termination of access, and legal action.

## **THIRD PARTY LINKS & CONTENTS**

The Site may contain links or references to third-party websites. VFS does not control, endorse, or guarantee the accuracy, legality, or safety of content on such sites. Accessing third-party links is at your own risk, and VFS disclaims all liability for any resulting loss or damage. Concerns regarding external links may be directed to: [candidate.support@VFS.com](mailto:candidate.support@VFS.com).

## **COPYRIGHT COMPLIANCE**

VFS may suspend or terminate access for users who unlawfully transmit copyrighted material without proper authorization or legal justification. By submitting content to the Site, you represent that it does not infringe any third-party rights, including copyrights.

## **OWNERSHIP & USE OF INTELLECTUAL PROPERTY**

All content, data compilations, and materials made available through the Site ("Online Materials") are the exclusive property of VFS and are protected under applicable

intellectual property laws. No rights, title, or interest in the Online Materials are transferred to you, except for a limited license as expressly provided in these Terms.

You may not copy, reproduce, modify, distribute, sublicense, or use the Online Materials for any commercial or competitive purpose without VFS's prior written consent. Any derivative works or improvements made by or for you shall vest solely in VFS, and you agree to execute any documents necessary to perfect such rights.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

The Site and its contents are provided "as is" without warranties of any kind, express or implied. VFS disclaims all liability for any inaccuracies, omissions, or damages arising from your use of the Site. In jurisdictions where such exclusions are not permitted, VFS's liability shall be limited to the maximum extent allowed by law.

VFS accepts no responsibility or liability for any consequences arising from the submission of false, forged, or otherwise fraudulent documents. In such cases, you shall bear sole liability for any resulting harm or claims by third parties, including but not limited to the Ministry of Higher Education, Scientific Research, Technology, and Innovation (MOHSER), other government ministries, or regulatory authorities. VFS reserves the right to pursue legal action against any user or applicant who submits fraudulent documentation, including but not limited to claims for damages, costs, and reputational harm.

## **USER'S RESPONSIBILITY**

You are solely responsible for ensuring that your use of the Site complies with all applicable laws and regulations. This includes, but is not limited to, ensuring the authenticity, accuracy, and lawful origin of all documents submitted through the Site. The submission of any document that is forged, falsified, altered, or otherwise fraudulent is strictly prohibited and constitutes a material breach of these Terms. Such conduct may result in the immediate suspension or termination of your access to the Site and may be subject to civil and/or criminal liability under applicable laws.

## **ENFORCEMENT AND REMEDIES OF BREACH**

VFS reserves the right, at its sole discretion and without prior notice, to suspend or terminate your access to the Site, remove any submitted content, or pursue legal remedies if you violate these Terms, infringe third-party rights, or breach applicable laws. You acknowledge that injunctive or equitable relief may be necessary, as monetary damages may be insufficient. VFS may disclose user information if required by law or legal process.

## **INDEMNIFICATION**

You agree to indemnify and hold harmless VFS, its affiliates, officers, agents, and employees from any claims, liabilities, losses, or expenses (including legal fees) arising from your use of the Site, submitted content, or breach of these Terms.

## **USER CONTENT LICENSE**

By submitting content to the Site, you grant VFS a perpetual, worldwide, irrevocable, royalty-free license to use, reproduce, distribute, and display such content in any format or medium. You waive all claims against VFS for any alleged infringement or misuse. All submissions are deemed non-confidential and non-proprietary.

## **THIRD PARTY ADVERTISING**

The Site may feature third-party advertisements or sponsorships. Advertisers are solely responsible for ensuring compliance with applicable laws. VFS disclaims liability for any acts or omissions of advertisers or sponsors.

## **SEVERABILITY**

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **GENERAL PROVISIONS**

These Terms constitute the entire agreement between you and VFS regarding your access to and use of the Site and supersede all prior agreements or understandings. VFS reserves the right to amend these Terms at any time, with such changes becoming effective upon posting.

Your continued use of the Site following any updates constitutes acceptance of the revised Terms. If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.