



## Terms of Use

**Effective Date:** January 5, 2025

**Applies To:** All users of the Visalerate platform, including candidates and consultants.

**Platform Owner:** Visalerate

### 1. Acceptance of Terms

By accessing or using the **Visalerate** platform ("the Platform"), you agree to be bound by these Terms of Use, our Privacy Policy, and all other related policies. If you do not agree with any of these terms, you are not authorized to use the Platform.

### 2. Platform Description

The **Visalerate** Platform offers two main services:

- A self-service platform for individuals ("**Candidates**") to develop immigration documents.
- A consultant marketplace where experts ("**Consultants**") provide non-legal guidance, document reviews, and case strategy support to candidates.

**Visalerate is not a law firm and does not offer legal advice.** Any guidance provided on the Platform is informational or editorial, unless a licensed legal professional explicitly states otherwise.

### 3. Eligibility

To use the Platform, you must meet the following criteria:

- You must be at least 18 years old.
- You must have the legal capacity to form a binding contract.
- You must not be prohibited from using similar services under any applicable laws, such as export restrictions or sanctions.

### 4. Account Registration

When you create an account, you agree to:

- Provide information that is truthful and up-to-date.
- Keep your login information private and secure.
- Not impersonate another person or entity.

**Visalerate** may suspend or end any account that violates these terms.

## 5. Consultant-Client Relationship

**Visalerate** serves as a platform to connect candidates with consultants. Consultants are independent contractors or third-party experts, not employees or agents of **Visalerate**. This arrangement does **not** establish an attorney-client relationship unless a consultant explicitly confirms they are providing licensed legal services. **Visalerate** is not responsible for the quality or accuracy of any advice, reviews, or documents provided by consultants.

## 6. Use of Platform Services

You agree to not engage in any of the following prohibited activities:

- Using the Platform for any illegal purpose.
- Uploading false or fraudulent documents or data.
- Attempting to reverse-engineer, scrape data from, or otherwise interfere with the Platform's operation.
- Bypassing or attempting to bypass the Platform's payment or messaging systems.

Consultants are explicitly prohibited from soliciting or accepting off-platform work or payments from any candidate they meet through the Platform.

## 7. Payments and Fees

- Candidates must pay all fees associated with their purchases or engagements.
- Consultants agree to follow the Platform's fee structure and payment disbursement schedule.
- All payments are processed by third-party providers (e.g., Stripe, Paystack) and are subject to their terms of service.
- **Visalerate** may deduct its service fees from payments before disbursing them to consultants.

## 8. Intellectual Property

All content on the Platform, with the exception of materials generated by users, is the property of or licensed to **Visalerate**. You may not copy, change, distribute, or otherwise use any part of the Platform without our permission. While consultants retain ownership of their original content, they grant **Visalerate** a non-exclusive license to store and display that content on the Platform.

## 9. Confidentiality

You agree not to improperly use or share any private information obtained through the Platform. Consultants are expected to maintain strict client confidentiality and use documents only for the services they were intended for.

## 10. Termination

**Visalerate** reserves the right to:

- Suspend or terminate your access to the Platform if you violate these terms.
- Withhold payments or earnings in cases of fraud, policy violations, or client exploitation.
- Permanently ban consultants or candidates for severe or repeated offenses.

## 11. Monitoring and Enforcement

We may monitor communications and activity on the Platform to detect fraud or attempts to bypass our systems. Consultants who are found to be working with Platform clients off-platform without proper booking and payment will be removed from the Platform and may lose any pending earnings.

## 12. Limitation of Liability

**Visalerate** is not responsible or liable for:

- The actions, content, or performance of either consultants or candidates.
- Any direct, indirect, incidental, or resulting damages that arise from using the Platform.
- Service interruptions, data loss, or technical failures.

Your use of the Platform is entirely at your own risk.

## 13. Dispute Resolution

Any disputes must first be handled through good-faith negotiation. If a resolution cannot be reached, the dispute will be submitted to binding arbitration in Delaware, USA, following the rules of the American Arbitration Association (AAA).

## 14. Modifications

We may update or change these Terms of Use at any time. Your continued use of the Platform after these changes means you accept the revised terms. We will notify you of any major changes.

## 15. Governing Law

These terms are governed by the laws of the State of Delaware, without reference to its conflict of law principles.

## 16. Digital Acknowledgment

By accessing or continuing to use the **Visalerate** Platform, you confirm that you have read, understood, and agreed to these Terms of Use. This digital acknowledgment is legally binding under U.S. laws, including the ESIGN and UETA Acts.

If you have questions about these terms, please contact us at: **admin@visalerate.com**.