

TERMS AND CONDITIONS

1. ALTERED OR FORGED ACADEMIC CREDENTIALS

An evaluation will not be prepared, and fees will not be refunded in the event ACEI/BWC determines, in its sole but reasonable discretion, that the educational credentials submitted for evaluation have in any way been altered, tampered, modified, or forged, whether by the applicant or any other third party (collectively “Forged Credentials”). All documents (photocopies/originals/ official) provided become the property of ACEI/BWC. The institution, agency, professional licensing board, or employment for which the evaluation is intended, and other evaluation services will be notified in the event ACEI/BWC believes and/or has determined the credentials submitted for evaluation are Forged Credentials.

2. EQUIVALENCY RECOMMENDATIONS & GUARANTEES

Equivalency Recommendations & Guarantees: The U.S. educational equivalencies recommended in ACEI/BWC evaluation reports are provided in accordance with established guidelines approved by the Association of International Credential Evaluators, Inc., the National Council on the Evaluation of Foreign Educational Credentials, and the International Education Standards Council (IESC) and represent the considered judgments of qualified evaluators. The advisory SCQF Level recommended in the ACEI/BWC evaluation reports are provided and based on the professional experience and judgement of ACEI/BWC evaluators and referenced to the SCQF published levels and level descriptors. Pursuant to the Terms and Conditions set forth under the original application executed by Applicant, the Applicant has acknowledged and agreed to having been informed that ACEI/BWC evaluation reports are advisory only and that ACEI/BWC’s recommended U.S. educational equivalencies may differ or otherwise vary from advisories rendered or prepared by other third-party academic evaluators or source institutions. ACEI/BWC evaluations and/or recommendations are not binding on any institution, agency or third party. Additionally, applicant reaffirms and acknowledges having been informed and agrees that (1) although ACEI/BWC shall use reasonable efforts to determine the validity of such information it receives, ACEI/BWC does not and cannot guarantee against submitting its report or evaluation and/or recommendations based on review of Forged Credentials or other fraudulently altered items (whether the same has been sent directly to ACEI/BWC by the source

institution or directly by the Applicant) and (2) ACEI/BWC shall have no liability, duty, or obligation to Applicant, Applicant Parties (defined under Terms and Conditions Section 12) or any source institution in the event ACEI/BWC submits a report or evaluation based on its review of any information or record that is ultimately deemed to be a Forged Credential despite ACEI/BWC's reasonable determination that the same was not Forged Credential at the time of initial submission or review. Without limiting any of the foregoing, ACEI/BWC does not guarantee that an applicant, agency, or any third party will agree with its educational equivalency recommendations and assumes no responsibility for judgments or opinions made by an applicant, agency, or by any third party which disagrees with its educational equivalency recommendations. In the event of any disputes between the applicant and ACEI/BWC, such disputes shall be resolved by Mediation (as more particularly described under Terms and Conditions Section 12) and governed by California law and shall be subject to exclusive jurisdiction of the Los Angeles County Courts without reference thereto. Without limiting any of the foregoing, the Terms and Conditions are deemed reincorporated herein as if restated in full.

3. EVALUATION RESULTS

ACEI/BWC will not release the results of an evaluation on the telephone, email, or by facsimile (FAX) to the applicant. As indicated, the fee for the evaluation covers one official report and one applicant copy. If you do not authorize the release of the official report to an institution, agency or third party, ACEI/BWC will release the applicant copy to you and will release the official report to the third party when you provide ACEI/BWC authorization and contact information. ACEI/BWC is a paperless evaluation service. All evaluation reports are released electronically/digitally via a secure transmission platform.

4. EVALUATION REVIEW

After the evaluation has been completed, any questions regarding the evaluation report, based on the documents provided to ACEI/BWC with the initial application, must be submitted in writing to ACEI/BWC within the first thirty (30) days of the completion date ("Grace Period"). Requests for review of the evaluation or questions concerning the evaluation submitted after expiration of the "Grace Period" shall be subject to a **£50.00 review fee**. Please note that the results of the evaluation will not be released or discussed on the telephone with you or a third party.

5. RE-ACTIVATION

If an applicant fails to provide all required documentation with the application within two (2) months of the date the application was received, Applicant acknowledges and agrees that the application shall automatically be deemed as inactive. **A £50.00 re-activation fee is required to process an inactivate file.**

6. RE-EVALUATIONS

Re-evaluations of credentials not submitted with the original application request are treated as new evaluations and full payment with a new application for the evaluation report is required. Requests to change a Report type (e.g. Basic Report to a Comprehensive Report or vice-versa), once an evaluation has been completed, requires the full evaluation fee for the new type of Report.

7. REFUNDS

Do not submit an application with insufficient documentation, as fees are non-refundable once an application for credential evaluation has been submitted to ACEI/BWC. A refund will be made only when an applicant has paid to ACEI/BWC more than the required cost of the evaluation. No refund will be issued when application is cancelled. **(See Terms and Conditions #Section11)**

8. INSUFFICIENT DOCUMENTATION

ACEI/BWC will contact the applicant or agent representing the applicant if additional information, documents, or fees are needed, as determined by ACEI/BWC. Subject to the terms and conditions set forth under Section 5 above (Reactivation). The application will be kept in pending status until all documentation and fees have been received.

9. VERIFICATION OF EDUCATIONAL CREDENTIALS

ACEI/BWC, in its sole and absolute discretion, may elect to inquire about, clarify, and/or verify any and all educational documents submitted for evaluation to ACEI/BWC with the issuing institution(s). Applicants are also advised to contact Qualification Check for verification of their academic documents before applying to ACEI/BWC. Click [here](#).

10. CANCELLATION

No refunds shall be made when an application is cancelled after the application form for evaluation has been submitted and a case file has been opened.

11. MEDIATION

Applicant, on behalf of itself and its representatives, affiliates, and agents (“Applicant Parties”) hereby agree to mediate any dispute or claim arising between ACEI/BWC and Applicant and/or Applicant Parties them out of this Agreement before resorting to any arbitration or other legal action. Mediation is a process by which parties attempt to resolve a dispute or claim by submitting it to an impartial, neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. The parties agree to employ ADR Dispute Resolution Services in Los Angeles, California, or if an acceptable panel member from that organization is not available within 30 days of the date of submission of this matter to mediation, then to another commercial mediator or mediation service mutually elected and mutually agreed to by Applicant and ACEI/BWC (“ADR Services”). Mediation fees, if any, shall be divided equally among all of the parties involved and shall be paid to the mediator prior to the commencement of the mediation. Evidence of anything said, any admission made, and any documents prepared in the course of the mediation, shall not be admissible in evidence, or subject to discovery in any arbitration or court action, pursuant to California Evidence Code Section 1152.5. If any party commences any litigation or court action based on a dispute or claim to which this Section 12 applies without first attempting to resolve the matter through mediation, then if such party prevails in the litigation or court action, the trial court shall have the authority to allow such party to recover its legal’s fees or costs of suit.

12. LEGAL'S FEES

In any mediation, litigation, or other legal proceeding which may arise between Applicant, ACEI/BWC and any third party that becomes a party to the subject matter set forth under the application, the prevailing party shall be entitled to recover its costs, including costs and actual legal’ fees in addition to any other relief to which such party may be entitled.

13. DISCLAIMER

Applicant, on behalf of himself or herself and on behalf of Applicant Parties, acknowledges and agrees that ACEI/BWC has not and does not make any guaranty or warranty to Applicant that it can fully safeguard against reviewing fraudulently tampered, altered, forged, or modified documents although ACEI/BWC shall use reasonable efforts to prevent doing so. No express or implied guarantees are made by ACEI/BWC with respect to its ability to, at all times, accurately identify forged, fraudulent, tampered, or altered credentials, transcripts or other items submitted to it for review.

14. RELEASE

Except for instances of the sole, and gross negligence and intentionally reckless misconduct of ACEI/BWC, the Applicant, for himself or herself and on behalf of Applicant Parties, releases and forever discharges ACEI/BWC and its respective officers, directors, shareholders, members, managers, partners, agents, affiliates, successors, and assigns (collectively, "ACEI/BWC Parties") from, and waives any right to proceed against ACEI/BWC or ACEI/BWC Parties for, any and all costs, fees, obligations, damages, expenses, claims, liabilities and demands (including legal's fees and costs) at law or in equity, whether known or unknown, seen or unforeseen, arising out of or relating to, whether directly or indirectly, (i) this Application; (ii) ACEI/BWC's review of any information, credentials, transcripts or other documents whether provided by Applicant or the sourcing institution; (iii) any evaluation report or recommendation made by ACEI/BWC; and (iv) any review, finding or recommendation made by ACEI/BWC based on its review of forged, fraudulent, tampered, altered or other forged information it received and reviewed Without limiting the foregoing, Applicant waives the provisions of Section 1542 of the California Civil Code, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.