

# Migrant Scribe Terms of Use

**Effective Date:** April 01, 2025

**Applies To:** All users of the Migrant Scribe platform including candidates and consultants.

**Platform Owner:** Migrant Scribe is owned by ScaleBurg Inc.

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## 1. Acceptance of Terms

By accessing or using Migrant Scribe ("Platform"), you agree to be bound by these Terms of Use, our Privacy Policy, and any other applicable policies. If you do not agree with any part of these terms, you may not access or use the platform.

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## 2. Platform Description

Migrant Scribe provides:

- A self-service immigration document development platform for individuals ("Candidates")
- A consultant marketplace for document review, case strategy support, and non-legal guidance for candidates by experts ("Consultants")

Migrant Scribe is not a law firm and does not provide legal advice. Any support provided through the platform is informational or editorial in nature unless explicitly performed by a licensed legal professional.

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## 3. Eligibility

You may use the platform only if:

- You are at least 18 years of age.
  - You have full legal capacity to enter into this agreement.
  - You are not barred from using such services under applicable law (e.g., U.S. export restrictions or sanctions).
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## 4. Account Registration

When you register for an account:

- You agree to provide accurate and current information.
- You are responsible for keeping your login credentials confidential.
- You may not impersonate another person or entity.

Migrant Scribe reserves the right to suspend or terminate any account that violates these terms.

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## 5. Consultant-Client Relationship

- Migrant Scribe acts as an intermediary between candidates and consultants.
  - Consultants are independent contractors or experts, and they are not employees or agents of Migrant Scribe.
  - No attorney-client relationship is created unless explicitly stated and confirmed by the consultant.
  - Migrant Scribe is not responsible for the accuracy or quality of advice, reviews, or documentation provided by consultants.
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## 6. Use of Platform Services

You agree not to:

- Use the platform for any unlawful purpose.
- Upload or submit false or misleading documents or data.
- Reverse engineer, scrape, or interfere with platform operations.
- Circumvent or attempt to bypass the platform's payment or messaging system.

Consultants are strictly prohibited from soliciting off-platform work or accepting off-platform payments from candidates introduced through the platform.

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## 7. Payments and Fees

- Candidates agree to pay all fees as disclosed at the time of purchase or engagement.
  - Consultants agree to abide by the platform's fee structure and disbursement schedule.
  - All payments are handled via third-party providers (e.g., Stripe, Paystack) and are subject to their terms.
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- The platform may deduct applicable service fees prior to consultant disbursement.
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## 8. Intellectual Property

- All content on the platform (excluding user-generated materials) is owned by or licensed to Migrant Scribe.
  - You may not copy, modify, distribute, or exploit any part of the platform without permission.
  - Consultants retain ownership of original content they provide, but grant the platform a non-exclusive license to store and present it.
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## 9. Confidentiality

- You agree not to misuse or improperly disclose any private information obtained through the platform.
  - Consultants are expected to maintain client confidentiality and only use documents for their intended service.
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## 10. Termination

Migrant Scribe reserves the right to:

- Suspend or terminate access to the platform for violation of these terms.
  - Withhold disbursement or earnings in cases of fraud, policy violation, or client exploitation.
  - Ban consultants or candidates permanently for repeated or severe offenses.
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## 11. Monitoring and Enforcement

- The platform may monitor communication and activity to detect fraud or circumvention.
  - Consultants found engaging in off-platform work with platform clients without proper booking and payment will be removed and may forfeit pending earnings.
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## 12. Limitation of Liability

Migrant Scribe is not liable for:

- The actions, content, or performance of consultants or candidates.
- Any direct, indirect, incidental, or consequential damages arising from use of the platform.
- Service interruptions, data loss, or technical failures.

Use of the platform is at your own risk.

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## 13. Dispute Resolution

- Disputes shall first be resolved through good-faith negotiation.
  - If unresolved, they shall be submitted to binding arbitration under the rules of the American Arbitration Association (AAA), in Delaware State, USA.
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## 14. Modifications

We reserve the right to update or modify these Terms of Use at any time. Continued use of the platform constitutes acceptance of the revised terms. We will notify users of material changes.

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## 15. Governing Law

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

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## 16. Digital Acknowledgment

By accessing Migrant Scribe or continuing your use of the platform, you affirm that you have read, understood, and agreed to these Terms of Use. This acknowledgment is binding under U.S. law including the ESIGN and UETA Acts.

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For questions about these Terms, contact:

[compliance@migrantscribe.net](mailto:compliance@migrantscribe.net)

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