

## *Visa & Immigration Services LTD*

### **Auvisa.org Service Agreement and Terms of Service**

#### **1. Definitions**

**Terms of Service** — the regulations defining the rules of using the Service and the rules of providing Services by *Visa & Immigration Services LTD*.

**The Service** — the website with www address Auvisa.org through which *Visa & Immigration Services LTD* operates to provide the Services.

**Services** — the visa-related services provided by *Visa & Immigration Services LTD* for Users of The Service.

**Agreement** — this agreement, for the provision of the visa-related services, concluded between *Visa & Immigration Services LTD* and the User through The Service.

**Personal data** — information about an identified or identifiable natural person ("the data subject"); an identifiable natural person is a person who can be directly or indirectly identified, in particular on the basis of an identifier such as name, identification number, location data, internet identifier or one or more specific factors determining physical, physiological, genetic, psychological, economic, cultural or social identity of a natural person; for the purposes of the Terms of Service, the term personal data also includes data carriers such as documents and photographs.

**Sensitive personal data** — data revealing racial or ethnic origin, political views, religious or ideological beliefs, trade union membership, genetic data, biometric data allowing to identify unequivocally a person or the data on the person's health, sexuality or sexual orientation.

**User** — a natural person who, through the forms available on The Service concludes an agreement for provision of visa services.

**Traveler** — any natural person the User has requested a visa for through the forms available on The Service.

**Destination Country** — the travel destination country for which the User has rested visa services to *Visa & Immigration Services LTD*.

**Visa & Immigration Services LTD** — the company *Visa & Immigration Services LTD* with its registered office in RM 707, Fortress Tower, 250 King's Road, North Point, Hong Kong – Registration number 72792776.

**GDPR** — Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 relating to protection of natural persons with regard to the processing of personal data and rules relating to free flow of personal data and repealing of the Directive 95/46/EC (general regulation on data protection).

**Visa** — a written permission – also in digital form - to cross the border or stay in a foreign country issued to foreigners by diplomatic or consular representatives (consulates) of the particular country.

**Profiling** — means any form of automated processing of personal data, which means the use of personal data to assess some of the personal constituents of a natural person, in particular to analyze or forecast aspects related to the effects of the work of that person, its economic situation, health, personal preferences, interests, credibility, behavior, location or movement.

## **2. Conclusion and performance of the Agreement**

2.1 By using The Service, the User concludes the Agreement with *Visa & Immigration Services LTD* on provision of visa services, under which:

- *Visa & Immigration Services LTD* undertakes to submit one or more applications on behalf of the User and/or any Traveler the user has requested a Visa for to the relevant office of the Destination Country;
- the User declares he has received explicit permission to request the submission of an application on behalf of any Traveler who is not the User and the User is requesting a Visa for;
- The User undertakes to pay remuneration for the Service to *Visa & Immigration Services LTD*, independently from the outcome of the visa application.

2.2 The User concludes the Agreement by completing the registration form on The Service and by paying remuneration to *Visa & Immigration Services LTD*. The remuneration includes any visa-related consular fee, tax and duty, as well as the *Visa & Immigration Services LTD* commission. The remuneration is considered to have been paid when the money transfer is deposited in the *Visa & Immigration Services LTD* bank account or online payment accounts. The User makes a payment by credit card or by means of electronic payment services. The detailed rules for the use of electronic payment services are described in Annex No. 2 to the Terms of Service.

2.3 The User completing the registration form is obliged to provide all data required in the form. The given data should be true, current and correct. After concluding the Agreement, *Visa & Immigration Services LTD* may contact the User on the telephone number or email address provided by the User to verify the data provided by the User.

2.4 *Visa & Immigration Services LTD* reserves the right to request the User to supplement personal data, provide additional data or submit relevant documents, if such requests are submitted to *Visa & Immigration Services LTD* by the visa issuing authority of the Destination Country.

2.5 *Visa & Immigration Services LTD* indicates that after providing the user with the Service, the User will lose the right to withdraw from the Agreement.

2.6 By concluding an Agreement for provision of visa services with *Visa & Immigration Services LTD*, the User declares that:

- a) the data provided in the forms are complete, true, current and free of errors, and other spelling mistakes;
- b) the User is entitled to use the indicated data, as well as providing the data by the User does not violate the rights of third parties;
- c) the User is familiar with the amount of the remuneration due to *Visa & Immigration Services LTD* and accepts it;
- d) the User has received explicit permission to request the submission of an application on behalf of any Traveler who is not the User;
- e) the User has received explicit permission to share the Personal data of any Traveler who is not the User;
- f) the User is aware that providing untrue, incorrect or obsolete data results in impossibility of issuing a visa or impossibility of using a visa issued on the base of defective data;
- g) the User has read these Terms of Service and consents to the content of all its provisions;
- h) the User is aware that after fulfilling the service provided under these Terms of Service by *Visa & Immigration Services LTD*, the User loses the right to withdraw from the Agreement;
- i) the User has voluntarily concluded an Agreement with *Visa & Immigration Services LTD* by using The Service.

2.7 Accepting the Terms of Service by the User constitutes the User's statement that the User has read the terms and conditions of using The Service.

2.8 Conclusion of the *Visa & Immigration Services LTD* Agreement by the User is tantamount to granting *Visa & Immigration Services LTD* the proxy by the User to represent the User and any other Traveler who is not the User and the User has requested a Visa for before

the visa issuing authority of the Destination Country in order to submit a visa application, pay an official fee for a visa and receipt of the visa, as well as other actions necessary in the process of issuing the subject visas and to the extent necessary to fulfil the Agreement.

2.9 By concluding an Agreement for provision of visa services with *Visa & Immigration Services LTD* and submitting their application via the Service, the User understands and agrees that giving false or misleading information is a serious offence, and declares that:

- a) the User has carefully read and understood the information provided in the application form;
- b) the User has provided complete and correct information in every detail on this form, and on any attachments to it;
- c) the User understands that if any fraudulent documents or false or misleading information has been provided within the application in relation to the User or any Traveler, or if User or any Traveler fail to satisfy the Minister of their identity, the application may be refused and the applicant(s), and any member of their family unit, may become unable to be granted a visa for a specified period of time.

2.10 By concluding an Agreement for provision of visa services with *Visa & Immigration Services LTD* and submitting their application via the Service, the User also understands and agrees that:

- a) if documents are found to be fraudulent or information to be incorrect after the grant of a visa, the visa of the User or of any Traveler may subsequently be cancelled.
- b) if their application is approved, any person not included in their application will not have automatic right of entry to the Destination Country.
- c) the Government of the Destination Country may collect, use and disclose the personal information of the User and of any Traveler (including biometric information and other sensitive information) as outlined in its Privacy Notice Form (Annex 3).
- d) if their visa ceases to be in effect and they do not hold another visa to remain in the Destination Country at that time, they will be unlawful non-citizens under the Destination Country's Migration Act (Annex 4) and will be expected to depart from the Destination Country and be subject to removal.

2.11 By concluding an Agreement for provision of visa services with *Visa & Immigration Services LTD* and submitting their application via the Service, the User also understands and agrees to inform *Visa & Immigration Services LTD* in writing immediately as they become aware of a change in circumstances (including change of address) or if there is any change relating to information they have provided in or with the application, while it is

being considered, also in order for Visa & Immigration Services LTD to subsequently inform authorities of the Destination Country on the matter. Alternatively, the User may also inform authorities of the Destination Country directly but shall also subsequently notify *Visa & Immigration Services LTD* of such communication.

2.12 The User's withdrawal from the Agreement is tantamount to the termination of the proxy granted to Visa & Immigration Services LTD to represent the User before the visa issuing authority of the Destination Country.

2.13 *Visa & Immigration Services LTD* transfers the User's personal data to the visa issuing authority of the Destination Country together with the application for the visa.

2.14 Immediately after receiving the visa from the visa issuing authority of the Destination Country, *Visa & Immigration Services LTD* sends the visa to the User by email to the email address provided by the User in the registration form and stores the visa for the users' convenience for a period of 12 months.

2.15 If any of the visa applications requested by the User cannot be submitted to the visa issuing authority of the Destination Country due to the provisions of international law or internal regulations of the Destination Country, *Visa & Immigration Services LTD* retains any amount paid for consular fees and taxes in relation to such applications. The remaining amount paid by the User in relation to such applications shall be returned to the payment method of the User from which the payment was made. If it is not possible to return the funds in this manner, *Visa & Immigration Services LTD* shall return it to the account indicated by the User. In all cases in which the application(s) can be submitted to the visa issuing authority of the Destination Country, no reimbursement or return will be possible upon the submission of the application(s) requested by the User – also including any case of rejection or delays in the approval of the visa(s) requested by the User.

### **3. Visa & Immigration Services LTD Responsibility**

3.1 *Visa & Immigration Services LTD*, ensuring correctness and continuity of The Service operation, conducts ongoing technical supervision of its performance.

3.2 *Visa & Immigration Services LTD* shall not be responsible, inter alia, for:

- a) mistakes, omissions and outdated information within the Service main page and sub-pages. Content provided via the Service webpages is provided for illustrative

purpose, and does not substitute any official regulation, statement, or communication by the Destination Country's authorities.

- b) consequences of providing, by the User in the registration form, data inconsistent with the actual state, outdated or incomplete, moreover the Service Provider is not responsible for the consequences of the User's failure to update or improve the data;
- c) damages resulting from the User's violation of the rights of third parties which are due to the use of the website;
- d) damages caused by disruptions, interruptions or unavailability of the Service caused by force majeure;
- e) damages caused or being the result of disobeying the rules of the Terms of Service;
- f) damages resulting from defectiveness or incompatibility of the device used by the User;
- g) damages and consequences resulting from the User acting on behalf of a third party or person or requesting *Visa & Immigration Services LTD* to act on behalf of a third party or person;
- h) consequences resulting from the decision of the visa issuing authority of the Destination Country, to the extent that *Visa & Immigration Services LTD* cannot bear the blame for the content of the decision.

3.4 *Visa & Immigration Services LTD* indicates that the date of performance of the Agreement, and in particular delivery of the visa to the User, depends on the decision of the office competent to issue a visa, for which *Visa & Immigration Services LTD* is not liable to the extent that *Visa & Immigration Services LTD* cannot bear the blame for delay of its issue.

## **4. Information clause — protection of personal data**

To comply with the obligations arising from the Regulation (EU) 2016/679 of the European Parliament and the Council of 27' April 2016 on protection of natural persons in relation to the processing of personal data and on free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation) hereinafter referred to as **GDPR**, *Visa & Immigration Services LTD* informs about the processing of the client's personal data and the rights the client is entitled to. The following rules are applicable as of January 25th, 2024.

### **4.1 The controller of the personal data**

*Visa & Immigration Services LTD* with its registered office in RM 707, Fortress Tower, 250 King's Road, North Point, Hong Kong – Registration number 72792776 is the controller of the personal data. E-mail address: [info@visaimmigrationservicesltd.com](mailto:info@visaimmigrationservicesltd.com)

#### **4.2 Data protection officer**

The data protection officer at *Visa & Immigration Services LTD* can be contacted by email sent to the address: [privacy@visaimmigrationservicesltd.com](mailto:privacy@visaimmigrationservicesltd.com)

#### **4.3 Purpose and legal basis of the data processing**

*Visa & Immigration Services LTD* processes personal data for the purpose of executing a contract to which the person whose data are processed is a party, or to take actions at the request of the data subject before concluding the contract (Article 6 par. 1 letter b of the **GDPR**). In certain situations, *Visa & Immigration Services LTD* may process personal data due to the need to comply with legal obligations to which *Visa & Immigration Services LTD* is subject (Article 6 par. 1 letter c of the **GDPR**), or the processing is necessary to protect the vital interests of the data subject or another natural person (Article 6 par. 1 letter d of the **GDPR**), or processing is necessary for the purposes of the legitimate interests pursued by *Visa & Immigration Services LTD* (Article 6 par. 1 letter f of the **GDPR**), in particular, for the purpose related to:

- a) marketing of products and services of *Visa & Immigration Services LTD*;
- b) monitoring and improvement of the quality of services provided by *Visa & Immigration Services LTD*, including monitoring of telephone conversations and meetings, carrying out customer satisfaction surveys of services provided;
- c) if applicable, the conduct of disputable proceedings, as well as proceedings before public authorities and other proceedings, including carrying on enquiry and defense against claims;
- d) improving the quality of services, which includes examining traffic on the website and profiling.

In all other situations, personal data are processed solely on the basis of the consent granted for the purpose specified in its content (Article 6 par. 1 letter a of the **GDPR**).

In all situations, sensitive personal data are processed only on the basis of the consent granted for the purpose specified in it (Article 9 paragraph 2 letter a of the **GDPR**). Data collected by the site may be used for standard profiling, i.e. for statistical purposes and for purposes of internal marketing analysis, which does not cause any legal consequences for the

person whose data have been collected or does not significantly affect the person in any other similar way.

#### **4.4 Recipients of data**

*Visa & Immigration Services LTD* discloses or may disclose personal data to the following recipients or categories of recipients, in particular to:

- a) public authorities and relevant state offices, competent to process visa applications and to issue visas;
- b) entities that participate in the processes necessary to perform contracts concluded with clients, including banks, credit card operators, electronic and online payment agents;
- c) entities which support *Visa & Immigration Services LTD* in business processes, including entities processing personal data for *Visa & Immigration Services LTD* (so-called data processors), inter alia:
  - hosting companies,
  - legal services and accounting services,
  - companies and external entities carrying out processes which are a part of the activities necessary to conclude the contract with a client.

#### **4.5 Time of data processing**

The client's personal data, including sensitive data provided on the basis of consent, are processed by *Visa & Immigration Services LTD* for the time necessary to achieve the objectives of the Agreement, that is, until the contract is concluded. After that period, *Visa & Immigration Services LTD* may process the client's data for a period of time and to the extent specified by law or for the pursuit of the legitimate interest of the data controller as in point. 3, however, no longer than 6 years since their collection. Insensitive data processed on the basis of separate consent shall be kept until the consent is withdrawn.

#### **4.6 The rights of data subjects**

*Visa & Immigration Services LTD* guarantees all clients exercise of the data subject rights granted by the GDPR, including in particular:

1. The right to access the personal data
2. The right to request correction of the personal data which are incorrect and the right to request supplementing of the incomplete personal data
3. The right to request erasure of the personal data ("the right to be forgotten"), when:

- a) the personal data are no longer necessary for the purposes for which they have been collected or otherwise processed;
- b) the data subject has withdrawn the consent on which the processing is based and there is no other legal ground for their processing;
- c) the data subject objects to the processing;
- d) the personal data have been unlawfully processed;
- e) the personal data have to be erased for compliance with a legal obligation provided by law;
- f) the personal data have been collected in relation to the offer of information society services.

4. The right to request restriction of processing of the personal data when:

- a) the data subject challenges correctness of the personal data;
- b) the processing is unlawful, and the data subject opposes to erasure of the personal data, requesting to limit their use instead;
- c) the controller no longer needs the personal data for processing, but it is necessary for the data subject to establish an enquiry or defend their claims;
- d) the data subject has objected to the processing — pending determination of whether the legitimate grounds on the part of the controller take precedence over the grounds of objection.

5. The right to transfer personal data if:

- a) the processing takes place on the basis of consent or on the basis of a contract, and
- b) the processing is automated.

6. The right to object to the processing of personal data, if there are reasons related to the client's special situation and the processing results from indispensability for the purposes resulting from legally justified interests pursued by the controller.

#### **4.7 Withdrawal of consent to data processing**

To the extent of the client's consent to processing of their personal data, the client is entitled to withdraw the consent at any time. The withdrawal takes place without affecting the legality of the processing which was carried out on the basis of the consent prior to its withdrawal.

#### **4.8 The right to lodge a complaint with the supervisory authority**

In any situation, when the client considers that *Visa & Immigration Services LTD* processes personal data contrary to the provisions of the GDPR, the client has the right to lodge a complaint with the appropriate supervisory authority.

#### **4.9 Transfer of personal data to countries outside the European Economic Area**

*Visa & Immigration Services LTD* transfers personal data to countries outside the European Economic Area. The transfer of data is necessary for carrying out the Agreement relating to the provision of visa services via the Service.

*Visa & Immigration Services LTD* may also transfer personal data to international organizations and countries outside the European Economic Area for which the Commission has not found an adequate level of protection of personal data, in particular to the USA, Australia and Hong Kong. The client has the right to obtain a copy of the data transferred by *Visa & Immigration Services LTD*.

#### **4.10 Obligation to provide personal data**

Providing personal data is entirely voluntary. Providing data is a condition for concluding a visa contract with *Visa & Immigration Services LTD* or it is necessary to achieve the objectives arising from the legitimate interests of *Visa & Immigration Services LTD*. Failure to provide all the data will prevent conclusion and execution of the indicated contract.

#### **4.11 Usage of data by authorities of the Destination Country**

Upon communication to the visa issuing authority of the Destination Country, the User's personal information will be used and protected according to the laws and regulations applied by the Destination Country (Annex 5).

#### **4.12 Consent to the Destination Country's Privacy Regulations and Forms**

With reference to points 4.4.a and 4.11, by concluding an Agreement for provision of visa services with *Visa & Immigration Services LTD* and submitting applications via the Service, the User understands and agrees to the Destination Country's Privacy Regulations and Forms on their behalf and on the behalf of any Traveler who is not the User.

## 5. Cookie policy

1. This policy defines the rules for storing information and accessing information already stored (cookies and other technologies including local storage) by *Visa & Immigration Services LTD* in the telecommunication device of the end user (computer, smartphone, tablet) of the website and its sub-pages.
2. Cookies are small text files created by a web server, stored on the user's end device. Cookies, specifically the information stored in them, are read primarily by the server that created them. The purpose of saving cookies is to store the website user's data in the browser — saving the user's information, including the frequency of the user's visits to the website. Local storage files are used to facilitate the use of registration forms on the website because they save the data entered into the registration forms. Local storage files may store personal data.
3. *Visa & Immigration Services LTD* uses cookies and other technologies for statistical purposes to calculate the number of user visits per page and to optimally match the content of the website to user's preferences and easier usage of the website by users.
4. *Visa & Immigration Services LTD* websites use session cookies that are deleted immediately after leaving the website or its sub-pages by the user, as well as persistent cookies, which are stored on the user's end device, and which are not automatically removed after the end of the session. Local storage files are generally not automatically deleted, and they are saved in the user's browser memory.
5. A user who does not want cookies and files from other technologies to be stored in the browser's memory should:
  - a) clear the browser's memory,
  - b) in the browser settings disable the option of saving cookies and files from other technologies or specify the time after which cookies are automatically removed from the browser's memory. Completely preventing the saving of cookies may significantly impede use of some websites.

## 6. Withdrawal from the Agreement

1. The User who has concluded an Agreement with *Visa & Immigration Services LTD* for the provision of visa services may withdraw from it within 3 days without giving

any reason and without incurring costs, as long as the performance of the service by *Visa & Immigration Services LTD* has not yet taken place.

2. The User shall not be entitled to withdraw from the Agreement from the moment of performance of the service by *Visa & Immigration Services LTD*: submission of visa application on behalf of the User and/or other Travelers whose data has been provided by the user to the visa issuing authority of the Destination Country.
3. If the User withdraws from the Agreement, it is considered void.
4. If the User made a statement on withdrawal from the Agreement before *Visa & Immigration Services LTD* accepted the User's offer, the offer ceases to be binding.
5. The period of withdrawal from the Agreement starts from the date of concluding the Agreement.
6. The User may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to *Visa & Immigration Services LTD*. The statement may be submitted on the form, a template of which is included in Annex No. 1 to the Terms of Service, but it is not mandatory.
7. To meet the deadline, it is enough to send a statement before the expiry date of the period by e-mail to the address: [info@visaimmigrationservicesltd.com](mailto:info@visaimmigrationservicesltd.com)
8. *Visa & Immigration Services LTD* confirms receiving the withdrawal from the Agreement by an e-mail sent to the User.
9. *Visa & Immigration Services LTD* shall immediately, but not later than within 14 days from the date of receiving the statement sent by the User on withdrawal from the Agreement, return the User all payments made by them.
10. *Visa & Immigration Services LTD* returns the payment using the same method of payment as the one used by the User, unless the User has explicitly agreed to a different method of return, which does not involve any costs for them.

## **7. Invoices**

1. At the User's request, *Visa & Immigration Services LTD* issues an invoice in connection with the performance of the Agreement and sends it to the e-mail address indicated by the User.

## 8. Complaints and final provisions

1. The User may submit complaints about services provided by *Visa & Immigration Services LTD*, as per the Agreement, by:
  - posting a letter to the following address: *Visa & Immigration Services LTD* with its registered office in RM 707, Fortress Tower, 250 King's Road, North Point, Hong Kong – Registration number 72792776
  - sending an email to [info@visaimmigrationservicesltd.com](mailto:info@visaimmigrationservicesltd.com)
2. *Visa & Immigration Services LTD* deals with the complaint within 14 days since its delivery and sends the response to the address of the sender. *Visa & Immigration Services LTD* reserves the right to send a request to the person lodging the complaint in order to clarify the relevant circumstances regarding the complaint. The deadline for considering the complaint may be extended accordingly, due to the waiting time for the Uses response.
3. The Service, together with the constituting elements, including graphic, multimedia, text files, source code of the programs, are subject to the exclusive rights of *Visa & Immigration Services LTD*. Without the consent of *Visa & Immigration Services LTD*, it is forbidden to copy, reproduce or to use the components of the website in any other way in a manner inconsistent with its aim or purpose.
4. When using The Service, it is forbidden for Users and Guests to use software that harms or may cause potentially damage to *Visa & Immigration Services LTD* or Users, or violate their rights. In particular, it is prohibited to use worms, spyware, viruses, etc.
5. *Visa & Immigration Services LTD* is entitled to change the Terms of Service for important reasons at any time, in particular when changes are due to technical or legal reasons.
6. Hong Kong law is the law applicable to relations arising from the Agreement. Disputes arising from the Agreement are subject to the jurisdiction of Hong Kong common courts.

**Annex No. 1— a template of a statement on withdrawal from the Agreement**

(this form should be filled in and returned only if the User wishes to withdraw from the agreement)

.....  
(date)

.....  
(Name and Surname of the User)

.....  
(Address of the User)

.....  
(Application **ID**)

.....  
(Addressee) [in this place, the User should enter the name of the Company, full postal address and, if available, fax number and e-mail address])

**Date** of conclusion of the contract .....

**Statement of withdrawal**

I hereby inform about my withdrawal from the agreement for provision of the visa agency service.

.....  
(Signature of the User (only if the form is sent in a paper version))

## **Annex No. 2 — regulations of payment services**

### **PayPal:**

<https://www.paypal.com/au/legalhub/paypalhereterms-full>

### **Annex No.3 - Destination Countries' Privacy Notice Forms**

#### **Australia:**

*Form 1442i*, available at <https://immi.homeaffairs.gov.au/form-listing/forms/1442i.pdf>).

#### **Annex No.4 - Destination Countries' Migration Acts**

##### **Australia:**

Migration Act 1958 - <https://www.legislation.gov.au/C1958A00062/2021-03-22/text>

## **Annex N. 5 – Usage of data by authorities of the Destination Country**

### **Australia:**

Upon communication to Australian authorities, the User's personal information will be protected by Australian law, including the Privacy Act 1988. Important information about the collection, use and disclosure (to other agencies and third parties, including overseas entities) of Users' personal information, including sensitive information, is contained in *Form 1442i Privacy Notice*, available at <https://immi.homeaffairs.gov.au/form-listing/forms/1442i.pdf>

The information the User provides may be disclosed by Australian authorities to:

- agencies who are authorized to receive information relating to:
  - adoption
  - border control
  - business skills
  - child protection
  - citizenship
  - education
  - fair trading
  - health assessment
  - health insurance
  - health services
  - industrial relations
  - law enforcement
  - payment of pensions and benefits
  - public safety
  - review of decisions
  - regulation of migration agents
  - superannuation
  - taxation
  - training
  - workplace safety
- Australian Government health agencies, health and settlement service providers and examining doctor(s);
- any agency of the Commonwealth of Australia, or of a State or Territory, that is responsible for administration and evaluation of the pacific and seasonal labor programs;
- any agency of the Commonwealth of Australia, or of a State or Territory, that is responsible for, or otherwise concerned with, the regulation of education providers;
- the relevant registered education provider(s) who may be told whether or not the User's visa has been granted;
- Australian law enforcement, health agencies and international agencies, including overseas recipients in the United Kingdom, the United States of America, Canada and New Zealand, for the purposes of identity checking.

Information Form 1442i Privacy Notice gives further details of agencies to which the User's personal information may also be disclosed, and the purposes for which that personal information will be disclosed.

Health-related information the User may be asked to provide as part of the application process, including the results of any tests for Human Immunodeficiency Virus (HIV), will be used to assess the health of travelers for the purpose of determining the travelers' eligibility for the grant of an Australian visa. A positive HIV or other test results will not necessarily lead to the travelers' application being refused, but it may mean that the travelers' result(s) will be disclosed to other relevant Commonwealth and State/Territory Health agencies.