

These Terms of Service ("Terms") govern your access to and use of our Services, including our various websites, SMS, APIs, email notifications, applications, and our other covered services that link to these Terms (collectively, the "Services"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

**Services are provided by International Visa Service Sp. z o.o. sp.k. based in Katowice at Graniczna Street 29, 40-017 Katowice within the framework of the internet service and telephone customer service.**

## I GENERAL PROVISIONS

### 1. Organizer

The following regulations lay down terms of providing visa intermediation services by International Visa Service Sp. z o.o. sp. k, entered in the Central Register and Information on Business Activity operated by the Minister responsible for Economy under the NIP 9542766476, KRS 0000623079, with headquarters in Katowice at Graniczna Street 29, 40-017 Katowice, hereinafter referred to as "Intermediary".

The Intermediary is the owner of the visa intermediation service etasrilanka.online

### 2. Contact

The Intermediary provides the following information to the Clients in order to facilitate contact and submit the complaints:

- mailing address: ul. Graniczna 29, 40 – 017 Katowice
- e-mail: support@evisa.express
- website: etasrilanka.online

3. The following Regulations are directed to the Client, being a Consumer, who purchases the services offered by the Intermediary. Price for the service of visa reservation is 69 USD gross.

### 4. Scope of services

The Intermediary provides services involving activities related to the implementation, as well as delivery of Sri Lankan internet visa taken by the Intermediary on behalf of the Client, strictly according to his indications.

### 5. Definitions

Visa - written authorization to cross the border and stay in the territory of a foreign State issued to foreigners by the diplomatic or consular representations (Consular Departments, General Consulates) of that State. About the necessity of requiring a visa by a State decides individual international agreements between specific countries or international organizations (e.g. European Union) and it has a variable character (it is not determined "once and for all"). Client - a person, being a Consumer, who concludes a service agreement with the Intermediary. Consumer - adult person with full legal capacity who orders the services carried out by the Intermediary not directly related to his conducted business activity or occupation.

**Regulations** - regulations of provision of services by the Intermediary within the internet service and telephone customer service.

**Agreement** - an agreement concluded by the Consumer with the Intermediary on the principles defined in these regulations.

**Electronic payment instrument** - each payment instrument, including the one with access to funds at a distance that allows the owner to perform operations using electronic media or electronic identification of the owner necessary to perform operations, in particular electronic money instrument or payment card.

**Payment card** - a card that identifies the issuer and the authorized owner, which entitles to make the payment, and in the case of a card issued by a bank or an institution legally authorized to grant a credit - also to make payment using credit, within the meaning of art. 4 paragraph 1 point 4 of the Act of 29 August 1997 - Banking Law (Dz. U. of 2012 item 1376, 1385, 1529, from 2013 item 777, 1036, 1289, 1567 as amended).

## II. CONCLUSION OF THE AGREEMENT

1. Agreement with the Client for the provision of visa intermediation services is concluded under the following conditions:

- 1) The Client submits a properly completed order form to the Reservation System.
- 2) The order may be submitted online, by filling out the order form in the Reservation System available via the internet service or by phone. In the case of an online order, the Client receives an order confirmation by e-mail or telephone.
- 3) The precondition for proper order placement is to provide real Client's data.

2. After receipt of the order the Intermediary may contact the Client to verify his personal information.

3. Conclusion of the agreement is performed through paying by the Client via traditional transfer or electronic payment instrument a payment equal to 100% of the order, including the consular fee and Intermediary's commission. No fee payment is treated as a waiver of prior declaration.

4. The Intermediary's commission is 69 USD gross and it is nonrefundable. The total cost of obtaining a visa is 69 USD with consular fee.

5. Payment shall be deemed to have been made only after receipt of the payment on account of the Intermediary.

6. The maximum time to obtain a visa electronically by email is 72 hours following the execution of payments. As a rule, the visa should be available on the specified e-mail address on the day of receipt of the payment on account of the Intermediary.

7. If the Client provides incorrect contact data (e-mail) and, consequently, the Intermediary will have no possibility of contact with the Client, the visa is considered as delivered if only it is sent by the Intermediary to the e-mail address provided by the Client.

## III. GENERAL TERMS OF USE OF VISA INTERMEDIATION SERVICES

1. The service is provided on the basis of the Client's order. Placing an order is tantamount to granting Intermediary power of attorney to use the submitted documents to the extent necessary to perform the consular services.

2. Consular services are provided through the official government website.

3. In the order, the Client is obliged to submit all the necessary documents necessary to perform intermediation services and provide the address and phone number at which the Intermediary will contact the Customer.

4. The Intermediary informs about the necessary documents through the website as well as provides information via e-mail and telephone.

5. The Client is obliged to grant Intermediary all the necessary powers of attorney to perform the ordered services.

6. It is forbidden to submit documents obtained in violation of the law. The Client declares, accepting these regulations, that he is entitled to transfer to the Intermediary all sent documents.

7. The Intermediary reserves the right to request additional documents in case of inquiries from the embassy side.

8. The Intermediary reserves the right to suspend the execution of the order if the documents received from the Client raised doubts as to their authenticity or compliance with the relevant regulations. The Intermediary shall immediately notify the Client about the suspension of activities for this reason.

9. The Intermediary informs that the diplomatic representations and consular posts may refuse the request of the Client without giving a reason, regardless of whether the Intermediary performed the consular services with due diligence.

10. The visa is issued in electronic form, assigned to the passport indicated during the reservation. 11. Reserved e-visa is delivered to the specified e-mail address during the reservation process.

#### **IV. LIABILITY OF THE INTERMEDIARY**

1. The Intermediary does not guarantee a successful outcome of the consular service, or its performance in the set deadline. The Intermediary's commitment towards the Client is an obligation of due diligence, and not the result.

2. The Intermediary shall not be liable in case of refusal to grant a visa or change of its conditions for reasons beyond the control of the Intermediary. In this case the Intermediary does not return commission paid for his benefit.

3. The Intermediary assumes no liability arising from incorrect information or inconsistent with reality given by the Client.

#### **V. PAYMENT**

1. The Client chooses the most convenient form of payment:

1) payment using an electronic payment instrument:

• The user of electronic visa reservation system purchases

using the payment card VISA, Mastercard, or other payment instrument referred to in the Act on payment services (Dz. U. 2011 No. 199, item 1175, as amended). • The purchase with the use of electronic payment instruments is a safe transaction, • Selecting "payment card" as a form of payment, the User is obliged to complete in the personal questionnaire of the Reservation System the fields which define the data of used credit card (such as: card type, card number and expiration date). After making the reservation, payment card is automatically authorized by the Reservation System and charged the amount of purchased electronic visa. Warning! Giving false information of a payment card (e.g. wrong number or expiry date) will result in rejection of the inquiry by the Reservation System, • Payment card charging takes place in two transactions, the net price for electronic visa is charged by the Government of Australia, the amount of the transaction fee is charged by the Intermediary. The Intermediary reserves the possibility to charge the money in one transaction.

2) Payment by bank transfer to an account provided by the Intermediary.

3) Payment via Pay U.

#### **VI. INVOICING AND METHOD OF THEIR DELIVERY**

1. An electronic invoice will be issued for the services purchased in International Visa Service Sp. z o.o. Sp. k. via the website or by phone. By purchasing and accepting the following Regulations - The Client agrees to receive electronic invoices within the meaning of art. 2 paragraph 32, according to art. 106 paragraph 1 of the Act of 11 March 2004 on Tax on Goods and Services (i.e. Dz.U. of 2011. No. 177, item 1054, as amended).

2. Electronic invoices for services will be delivered to the email address specified in the personal questionnaire or provided during the purchase by telephone.

3. In the case of services reservation for more than one Client, in case of no indication of the purchaser to whom the invoice should be issued, it will be issued for data of the first Client and sent to the email address indicated at the time of reservation.

#### **VII. COMPLAINT REGARDING THE SERVICES**

1. If the Client believes that the way the service provision is not compatible with the agreement or have other concerns regarding the way the service was performed, he has the right to lodge a complaint.

2. Complaints may be submitted by mail to the following address: support@evisa.express within 14 days from the date of service, or from the date on which, according to the agreement between the parties the service was to be performed. The complaint should include the Client's data (name, surname, street, house number, contact telephone number, - so that the Intermediary is able to identify the person making the complaint), the name of the service which concerned the agreement and the description of objections to the way the service was performed. Complaints will be resolved within 14 days from the date of receipt and in this period the Client will receive a response to the complaint submitted by him. Withdrawal forms or positively considered complaints are being rendered refundable while the processing

fee : 15 USD will be deducted from the primary visa service cost.

3. Detailed information concerning the possibility of using an extrajudicial means of dealing with complaints and laying claims, as well as rules of access to these procedures are available on the premises and on the websites of district (municipal) consumer ombudsmen, social organizations which statutory tasks include consumer protection, the Voivodeship Inspectorates of Trade Inspection and on the following website of the Office of Competition and Consumer Protection [www.uokik.gov.pl](http://www.uokik.gov.pl)

4. The Client who is a consumer has the following exemplary possibilities of using extrajudicial means of dealing with complaints and laying claims:

1) The Client is entitled to apply to the Voivodeship Inspector of Trade Inspection, in accordance with art. 36 of the Act of 15 December 2000 on Trade Inspection (Dz.U. 2001 No. 4 pos. 25, as amended) with a request to initiate mediation proceedings on the amicable settlement of the dispute between the Client and Seller. Information on the rules and mode of mediation procedure conducted by the Voivodeship Inspector of Trade Inspection is available on the premises and on the websites of the individual Voivodeship Inspectorates of Trade Inspection,

2) The Client is entitled to apply to permanent consumer arbitration court, as referred to in art. 37 of the Act of 15 December 2000 on Trade Inspection (Dz.U. 2001 No. 4 pos. 25, as amended) with a request for resolution of a dispute arising from the concluded Purchase Agreement. Rules of organization and operation of permanent consumer arbitration courts are determined by the Ordinance of the Minister of Justice dated 25 September 2001 on the Rules of Organization and Operation of Permanent Consumer Arbitration Courts (Dz.U. 2001, No. 113, item. 1214),

3) The Client can get free help in the settlement of the dispute between the Client and Seller, using the free assistance of district (municipal) consumer ombudsman or social organizations which statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers),

4) The competent court to settle any disputes with the Client and related to the performance of agreements concluded under these Regulations, is a competent and local court under the provisions of Civil Procedure,

5) Consumers shall observe the regulations in force at the date of purchase of a specific service.

**VIII. WITHDRAWAL FROM THE AGREEMENT**

1. The Consumer, pursuant to art. 27 of the Consumer Policy, shall have the right to withdraw from a distance agreement, without giving any reason and at no cost, with the exception of those referred to in art. 35 of the Consumer Policy.

2. The Client has the right to withdraw from a distance agreement within the statutory period and not later than 14 days from the date of the agreement, this does not apply to services that are already in progress.

3. Withdrawal from the agreement cannot take place after

completion by the Intermediary electronic visa application.

4. To observe the time limits it is enough to send a statement to Intermediary's email address before its expiration. The statement of withdrawal from the agreement may look like this:

**FORM OF WITHDRAWAL FROM AGREEMENT**

(This form should be filled and sent back only if you wish to withdraw from the agreement)

International Visa Service Sp. z o.o. Sp. k.  
ul. Graniczna  
29 40 – 017 Katowice

I ..... hereby give notice of my withdrawal from the agreement for the provision of the following services.....

.....(Application ID)

The date of conclusion of the agreement

is.....

Consumer's name and surname .....

Address.....

Date.....

Client signature.....

(Only if the form is sent in paper),

5. The Intermediary is obliged to immediately send the Consumer a confirmation of receipt of withdrawal for the agreement filed electronically.

6. In the case of withdrawal from a distance agreement, the agreement is considered void.

7. In the case of an effective withdrawal, the Intermediary immediately returns the Client payments received from him, and in any case not later than 14 days from the date of receipt by the Intermediary the statement on exercising the right of withdrawal.

**IX. PERSONAL DATA**

1. The Intermediary under the Act of 29 August 1997 on the Protection of Personal Data (Dz.U. 2002. No. 101, item. 926, as amended), in connection with the Act of 18 July 2002 on the Provision of Electronic Services (Dz.U. 2002 No. 144, item. 1204, as amended) as a data administrator is entitled to the processing of Clients' personal information in order to use the service and conclude the agreement, settle the agreement (accounting), consider the complaint in the case of its submission by the Client, explain the circumstances of unauthorized use of the service, as well as for backup purposes.

2. The Client agrees for the storage of his personal data in Intermediary's database.

3. In order to properly resolve the complaint the Client should provide at least the following personal data: name, surname, street, house number, contact telephone number.

4. The Client has the right to access his personal data and to correct it and reasonable demand to remove it.

5. Personal data is processed with technical and organizational measures for the protection of the processed data in accordance with the requirements specified in the regulations on the protection of personal data, including the regulation of the Minister of Internal Affairs and Administration of 29 April 2004 on Personal Data Processing Documentation and Technical and Organizational requirements to be Fulfilled by Devices and Computer Systems Used for Processing of Personal Data (Dz. U. No. 100, item. 1024).

6. Data submission is voluntary, but necessary for the provision of electronic services and the performance of the agreement or consideration of a complaint.

OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM THE SERVICES; OR (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ORGANIZER ENTITIES EXCEED THE GREATER OF 39 EUR) OR THE AMOUNT YOU PAID ORGANIZER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE ORGANIZER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **X. FINAL PROVISIONS**

1. Conclusion of the agreement constitutes acceptance of these Regulations.

2. International Visa Service Sp. z o.o. sp. k. reserves the right to unilaterally amend these Regulations - while maintaining the principle that the Client should follow Regulations approved by him during the reservation process and should have the access to archived version of the regulations. Each Client is obliged to read the Regulations before reservation and is always bound by the provisions of the Regulations at the time of reservation and purchase of electronic visa.

3. In matters not covered by these Regulations shall apply the following legislations:

- The Act of 29 August 1997 on Protection of Personal Data (Dz.U. 1997 No. 133 item. 883)

- Civil Code (art. 556- 576, Dz.U. 18 May 1964 No. 16 item. 93 as amended)

- The Act on Consumer Rights on 30 May 2014 (Dz.U. 2014 item 827 as amended)<sup>43</sup>. The Client has the opportunity to familiarize himself with the Act of 23 August 2007 on Counteracting Unfair Market Practices, which mentions a code of good practice (Article 2 paragraph 5) on the website: <http://isap.sejm.gov.pl/DetailsServlet?id=WDU20071711206>.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ORGANIZER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY,