

TERMS AND CONDITIONS VISA SERVICE DESK B.V.

1. Scope of application

1.1. These conditions are part of all agreements concluded with Visa Service Desk B.V., hereinafter referred to as: "Visa Service Desk", and apply to all its offers.

1.2. The applicability of any general or specific terms and conditions of stipulations of the counterparty of Visa Service Desk, hereinafter referred to as: "Client", is explicitly rejected by Visa Service Desk. These general terms and conditions prevail over the general or specific terms and conditions of the Client's stipulations, even if the general or specific terms and conditions of the Client's stipulations stipulate the opposite.

1.3. By submitting one or more visa applications to Visa Service Desk, the Client submits to the applicability of these general terms and conditions.

1.4. Any stipulations deviating from these General Terms and Conditions are only binding if Visa Service Desk has accepted them in writing and then only apply to the agreement under which they were made.

2. The assignment

2.1. The agreement between Visa Service Desk and the Client is an assignment agreement as referred to in art. 7:400 et seq. of the Civil Code (BW)

2.2. Article 7:404 BW and Article 7:409 BW are not applicable.

3. Engaging third parties

3.1. Visa Service Desk is entitled to engage third parties for the performance of the assignment. Visa Service Desk will do this in consultation with the Client as much as possible. Visa Service Desk is not liable for any shortcoming, nor for any unlawful act and/or omission of the third party or parties engaged by them.

3.2. The costs of these third parties, plus a surcharge, are for the account of the Client and will be charged to the Client by Visa Service Desk.

4. Assignment for service provision

4.1. The services provided by Visa Service Desk consist of applying on behalf of the Client for travel documents, visas, Legalizations and possibly arranging invitations to the destination country. The invitations are required to be able to submit a visa application.

4.2. The Client initiates the assignment for services by email, via the Visa Service Desk website or by any other method of communication.

- 4.3. Visa Service Desk will send the Client an e-mail as confirmation of the assignment, whereby the agreement is established.
- 4.4. Visa Service Desk provides the client with a statement of the documents and forms that the client must submit in order to be able to provide the desired service.
- 4.5. Visa Service Desk will not commence the provision of services until after receipt of the truthfully completed and legally signed documents and forms by the Client.
- 4.6. The submission to Visa Service Desk of the documents and forms truthfully completed by the Client constitutes the Client's explicit prior consent that Visa Service Desk commences and executes the assignment.
- 4.7. The Client has the authority to dissolve or cancel the agreement until such time as the truthfully completed documents and forms have been delivered to Visa Service Desk by or on behalf of the Client.
- 4.8. From that moment, the Client no longer has a reflection period, right of withdrawal or cooling-off period.
- 4.9. Visa Service Desk will make every effort to provide the Client with correct information to ensure that the Client receives their visa(s) in time for the start of their trip. All requirements for obtaining the visa(s) (documentation, costs, timeframes etc) are based on general criteria and may vary depending on information provided by the Client such as current or former nationality, residence, gender, age, occupation, recent travel, religion etc.
- 4.10. The issuing authority may request additional documents and/or information. The issuing authority may change general requirements, require additional specific information and/or impose additional specific requirements without prior notice and at any point in the application process. Visa Service Desk will make every effort to inform the Client of such changes as soon as possible. The Client will provide the relevant information and/or specific requirements as soon as possible.
- 4.11. Visa Service Desk reserves the right and has sole discretion to refuse, at any time and without giving reasons, to process an application for a visa, legalisation or any other travel document and/or to discontinue the processing of any ongoing application at any time and without Visa Service Desk ever being held liable for this by the Client. Visa Service Desk will immediately inform the Client by email if it refuses to process an application or terminates an application that is ongoing.
- 4.12. Upon receipt of their passport and other relevant documents, the Client must immediately check that they have received all of the visas required for their trip and also all of the details of the visa including but not limited to the validity of the visa, the entry and exit dates, purpose of visit (tourism, business, study etc) and that all of their personal details are correct on the visa. If the Client finds any inaccuracy in the documents, they must immediately notify Visa Service Desk by email or through their portal.
- 4.13. Visa Service Desk does not, and cannot, guarantee that the issuing authority will issue a visa, legalisation or any other document within the expected processing time or within the specified timeframe stated by the Client.
- 4.14. The issuing authority has the sole discretion to refuse an application for a visa, passport or other travel document for any reason whatsoever and without giving any reason. Visa Service Desk is never liable if visas, passports or other travel documents are refused, contain errors or are issued to late. In these cases, Visa Service Desk reserves the right to retain the agreed service fees and costs of any fees paid on behalf of the Client.

4.15. The Client must only purchase non-refundable travel tickets or reservations if all visas etc have already been obtained.

4.16. Visa Service Desk will send the passport and visa(s) by secure post (Courier), unless otherwise indicated. The delivery costs are for the account of the Client and are added to the order invoice. Visa Service Desk does not accept any liability for delay or loss during delivery.

5. Fees and Payment

5.1. All fees for Visa Service Desk services are shown on the website, including any indirect taxes applicable to the fees, and any other charges or fees charged by an issuing authority, Visa Application Centre, or any courier or delivery service.

5.2. From the moment that Visa Service Desk submits an application for a travel document to the issuing authority on behalf of the Client, the costs of the services provided by Visa Service Desk to the Client can no longer be reclaimed from Visa Service Desk.

5.3. Consular fees and availability of services are subject to change without notice. Costs and services can change between the time that the order has been placed and the time that the order has been completed. Visa Service Desk strives to pass on the aforementioned changes to the Client as soon as possible.

5.4. Visa Service Desk reserves the right to select the most suitable service due to the time constraints indicated by the Client.

5.5. All fees paid by Visa Service Desk to an issuing authority on behalf of the Client are non-refundable. In the event that a visa, passport or other document application is submitted on behalf of the Client and the request is rejected for whatever reason, Visa Service Desk will, at the request of the Client, make an extra attempt to obtain the travel document. The Client is obliged to pay any additional costs determined by the issuing authority and if the extra attempt is required due to an error made by the Client in their application, Visa Service Desk is entitled to charge the relevant handling fees, as shown on the website, for this extra attempt.

5.6. For orders that are not submitted through the online order process, additional service fees may be charged. This is not the case if the Visa Service Desk paid telephone number is used for the placement of the order.

5.7. Visa Service Desk is authorised to retain passports and documents until full payment has been received.

5.8. Visa Service Desk service fees may vary based on the number of business days available to provide the service. Closing days and holidays of the consulate are excluded.

5.9. If an application is rejected or refused, the fees paid are not refundable and Visa Service Desk retains the right to retain the agreed handling fees.

5.10. For orders cancelled prior to submission of the application at the relevant Embassy or Consulate, the Client will only be charged a cancellation fee and any courier or delivery costs as stated on the Visa Service Desk website.

5.11. Once the application has been submitted to the appropriate authority, the full costs for this are due. Additional cancellation fees may apply to a withdrawal of the application.

5.12. Payment of the invoices of Visa Service Desk and all other fees owed by the Client to Visa Service Desk must be completed in full within 14 days from the date of the invoice, and before the passport, visa and/or legalisation is returned to the Client, unless otherwise agreed in writing as part of a company service contract. The Client is not entitled to suspension of any payment or to initiate any claims against Visa

Service Desk. The initially chosen services must be paid in advance. In the case of additional services or products being chosen or used, a final invoice will be issued which needs to be paid before the travel document(s) are returned to the Client.

5.13. If the Client is more than one (legal) person, the Client is jointly and severally liable to Visa Service Desk for all obligations arising from this agreement.

6. Limitation of Liability and Expiration Period

6.1. If a passport, document or any other document is lost, misplaced, damaged, delayed or destroyed, Visa Service Desk will only be liable if Visa Service Desk has not acted as a reasonably competent and reasonably acting contractor should be expected to act. In these cases, Visa Service Desk does not accept liability for any costs beyond the replacement value/cost of the item. Liability for any consequential or other damages is expressly excluded.

6.2. Visa Service Desk is not responsible for documents that have been misplaced, damaged, delayed, lost or destroyed by a delivery service, customs officials or issuing authority.

6.3. Passport covers and all documents such as original bank statements, education certificates and birth certificates etc. that are not required for submission according to Visa Service Desk's instructions must be retained by Client. Visa Service Desk accepts no responsibility or liability for the loss of or damage to such items or documents.

6.4. Visa Service Desk will do everything reasonably possible to process applications for visas, passports and/or other travel documents. However, Visa Service Desk cannot be held responsible and is therefore not liable for the acts and/or omissions of a Consulate, Embassy, Visa Centre or Passport Office in the event of postponement or failure to issue requested documents for any reason, nor will Visa Service Desk be held responsible or liable for any costs and/or delay arising from or in connection with: (a) incomplete application forms or (b) incorrect or falsely completed application forms or (c) incorrect or incomplete supporting documentation. All expenses incurred and to be incurred by the Client, costs incurred and to be incurred and other damage suffered and to be suffered as a result of these delays and/or failure/refusal to issue documents are at the expense and risk of the Client and can never be recovered from Visa Service Desk.

6.5. Visa Service Desk provides, to the best of its knowledge and ability, visa and passport information under the express condition that the aforementioned information is the interpretation of the information provided by the relevant Embassies, Consulates, Visa Centres or Passport Offices and Visa Service Desk assumes no responsibility or liability for any errors, inaccuracies and/or incompleteness in that information and/or its interpretation.

6.6. Visa Service Desk accepts no liability towards travellers who wish to arrange their visas upon arrival. Insofar as this is permitted by law, Visa Service Desk excludes any liability for direct damage, indirect damage and consequential damage, without any limitation, including lost profit and travel and vacation costs, including any liability for damage arising from information provided by the website.

6.7. Except in the case of intent or gross negligence and without prejudice to the other liability exclusions and limitations in these General Terms and Conditions, Visa Service Desk's liability is at all times maximized to the amount paid by the Client to Visa Service Desk.

6.8. The Client must notify Visa Service Desk within one month of the date of the delivery of the visa (or if not delivered, within two months from the date of the order), by registered letter, to notify Visa Service Desk of any claim relating to the services and/or shortcoming(s) of Visa Service Desk. As soon as this period has expired, all rights and claims of the Client against Visa Service Desk will expire.

6.9. Without prejudice to the other provisions of these General Terms and Conditions, any legal claim of the Client against Visa Service Desk will in any case lapse one year after the date from which the Client could enforce any rights and/or claims against Visa Service Desk.

7. Governing Law and Disputes

7.1. All legal relationships between Visa Service Desk and the Client are exclusively governed by Dutch Law.

7.2. Disputes will – to the exclusion of any other court – be settled (in the first instance) by the competent court in The Hague.

8. Final provisions

8.1. All stipulations in these general terms and conditions have also been made by Visa Service Desk for the benefit of its directors, its employees and third parties engaged by it. These clauses are therefore third-party clauses, which the persons referred to can also rely on.

8.2. If one or more provisions and/or stipulations in this agreement should be null and void or become null and void, the other provisions and stipulations will remain in full force and the parties will enter into consultations in order to reach agreement on a replacement stipulation or replacement clause that will have the same purport as the void/nullified clause.

8.3. If Visa Service Desk provides the client with a translation of these General Terms and Conditions, the client agrees that the translation is provided for convenience only and that the present Dutch-language version of the General Terms and Conditions prevails at all times over the foreign translation.