

## Regulation - Terms and Conditions

### Section I - Common Provisions

#### § 1.

##### Preliminary Provisions

1. This Regulation establishes the rules for the conclusion and execution of agreements related to visa services, along with accompanying services. It also outlines the principles of personal data processing, the responsibilities of the parties, and the complaint procedure.
2. The entity managing the website [www.evisa.express](http://www.evisa.express) is the company INTERNATIONAL VISA SERVICE limited liability limited partnership (LLC LLP), with its registered office in Katowice, ul. Graniczna 29, 40-017 Katowice, NIP: 9542766476, REGON: 364718356. It is registered with the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000623079. This entity is the sole owner of the website and responsible for its operation and content.
3. Through the website [www.evisa.express](http://www.evisa.express), users have the opportunity to enter into agreements for visa services and accompanying services with the following entities:
  - a) INTERNATIONAL VISA SERVICE limited liability limited partnership (LLC LLP) (referred to as **IVS**) with its registered office in Katowice, ul. Graniczna 29, 40-017 Katowice, NIP: 9542766476, REGON: 364718356. It is registered with the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000623079
  - b) IVS TRAVEL FZCO (referred to as **IVS TRAVEL**) with its registered office in Dubai, IFZA Business Park, DDP, Premises Number 30577-001, Dubai Silicon Oasis, United Arab EmiratesEach of the mentioned entities provides different services and offers various products through the website [www.evisa.express](http://www.evisa.express).
4. IVS and IVS TRAVEL:
  - a) are not jointly entering into agreements with users,
  - b) are not mutual guarantors of the performance of agreements with users.
5. IVS is not responsible for the obligations of IVS TRAVEL arising from agreements concluded by IVS TRAVEL with users. IVS is also not responsible for the activities of IVS TRAVEL conducted through the website [www.evisa.express](http://www.evisa.express). Users can only direct claims related to agreements concluded with IVS TRAVEL to that entity.
6. IVS TRAVEL is not responsible for the obligations of IVS arising from agreements concluded by IVS with users. IVS TRAVEL is also not responsible for the activities of IVS conducted through the website [www.evisa.express](http://www.evisa.express). Users can only direct claims related to agreements concluded with IVS to that entity.
7. Depending on the user's choice of the type of product or service offered through the website [www.evisa.express](http://www.evisa.express), the user enters into an agreement with either IVS or IVS TRAVEL.
8. Depending on the destination chosen by the user, the user enters into a visa services agreement with either IVS or IVS TRAVEL, as detailed information will be provided to the user on the website and through email.
9. Users and Guests may submit comments and reservations regarding the operation of the website EVISA.EXPRESS in the following manner:
  - a) posting a letter to the following address: INTERNATIONAL VISA SERVICE spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Graniczna 29, 40-017 Katowice, Polska,

b) sending an email to – support [at] evisa.express

c) phone to the number +442031293603

10. IVS deals with the complaint within 14 days since its delivery and sends the response to the address of the sender – User or Guest. IVS 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 User's or Guest's response.

11. The Service, together with the constituting elements, including graphic, multimedia, text files, source code of the programs, are subject to the exclusive rights of IVS. Without the consent of IVS, 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.

12. When using The Service, it is forbidden for Users and Guests to use software that harms or may cause potentially damage to IVS or Users, or violate their rights, in particular, it is prohibited to use worms, spyware, viruses, etc.

## § 2.

### Definitions

1. **Regulations** – the regulations defining the rules of using the The Service and the rules of providing Services by IVS and IVS TRAVEL through it.

2. **The Service** – the website with address EVISA.EXPRESS through which IVS and IVS TRAVEL operates to provide the Services.

3. **Services** – the visa services provided by IVS or IVS TRAVEL for Users of The Service.

4. **Agreement** – the agreement for provision of the visa services concluded between IVS or IVS TRAVEL and the User through The Service.

5. **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 Regulations, the term personal data also includes data carriers such as documents and photographs.

6. **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.

7. **User** – a natural person with full legal who, through the form available on The Service concludes an agreement for provision of visa services.

8. **IVS** - INTERNATIONAL VISA SERVICE spółka z ograniczoną odpowiedzialnością spółka komandytowa (LLC LLP) with its registered office in Katowice, ul. Graniczna 29, 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000623079

9. **IVS TRAVEL** – IVS TRAVEL FZCO, with its registered office in Dubai, IFZA Business Park, DDP, Premises Number 30577-001, Dubai Silicon Oasis, United Arab Emirates

10. **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).

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

12. **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 analyse or forecast aspects related to the effects of the work of that person, its economic situation, health, personal preferences, interests, credibility, behaviour, location or movement.
13. **Consumer** - a natural person who performs a legal transaction with the entrepreneur which is not related directly to their business or professional activity.
14. **Special Visas** – special visa services with a shortened time of their completion provided by IVS for the Website Users on payment of the remuneration specified on the Website (Rush processing, Super Rush processing, Emergency processing).
15. **Digital content** - data produced and delivered in a digital form;
16. **Digital service** - a service that allows the consumer to:
  - a) produce, process, store or access data in a digital form,
  - b) share data in a digital form that has been sent or created by the consumer or other users of this service,
  - c) other forms of interaction by means of digital data;
17. **Digital environment** - computer hardware, software and network connections used by the consumer to get access or use digital content or digital service;
18. **Compatibility** - interaction of digital content, a digital service or goods with computer hardware or software that are usually used to use digital content, a digital service or goods of the same type, without any need to transform them;
19. **Price** - the value expressed in monetary units that a consumer is obliged to pay to the entrepreneur for the digital content, the digital service or the goods, and in relation to the digital content or the digital service - also a digital representation of the value.

### **§ 3. Cookie policy**

1. This policy defines the rules for storing information and accessing information already stored (cookies and other technologies including local storage) by INTERNATIONAL VISA SERVICE Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079 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. Only the website that generated cookies or local storage has access to them. The most important cookies:
  - a) A cookie native to PHP applications – this cookie is used to collect and recognize a users' exceptional session ID to manage user session on the website. The cookie is deleted when a user closes all the browser windows.
  - b) A cookie is used to collect a user's language preferences to serve up content in that collected language during future visits of the user on the website.
  - c) The cookies installed by Google Analytics:

- A cookie is used to calculate data such as: visitors, sessions, campaign and to keep track of site usage for the site's analytics report. Information stored by a cookie is anonymous, because the cookie assigns a randomly generated number to identify every visitor.

- A cookie is used to collect information about visitors' ways of using a website. The cookie is needed to create an analytics report of the website results. The data includes the number of visitors, where do they come from, the pages visited in an anonymous form.

d) A cookie installed by Google Universal Analytics to reduce the request rate to limit the storage of data on high traffic websites.

e) A cookie installed by Yadex Metrica - this cookie is used to calculate data such as: visitors, sessions, campaign and to keep track of site usage for the site's analytics report. Information stored by a cookie is anonymous, because the cookie assigns a randomly generated number to identify every visitor.

3. IVS 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. IVS website uses 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.

## **Section II - Provisions applicable only in the case of the User entering into a Visa Services Agreement with IVS**

### **§ 4.**

#### **Performance of the Agreement**

1. By using The Service service, the User concludes the Agreement with IVS on provision of visa services, under which IVS undertakes to submit an application in the name and on behalf of the User to the relevant office to obtain a visa for the User, and the User undertakes to pay remuneration for IVS.

2. The User concludes the Agreement by completing the registration form on The Service and by paying remuneration to IVS. The remuneration includes the consular fee and the IVS commission. The remuneration is considered to have been paid when the money transfer is deposited in the IVS bank account. The User makes a payment by traditional bank transfer, by credit card or by means of electronic payment services.

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. To verify the User's data, IVS may contact the User by e-mail or on the telephone number provided by the User. IVS reserves also the right to request the

User to supplement personal data, provide additional data or submit relevant documents, if such requests are submitted to IVS by the visa issuing authority.

4. The condition for concluding the Agreement between IVS and the User is the payment of remuneration by the User to IVS. After the conclusion of the Agreement, IVS sends confirmation of the conclusion of the Agreement along with specification of its terms to the e-mail address of the User.

5. By concluding an Agreement for provision of visa services with the IVS, the User declares that:

- a) the data provided in the form 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 IVS and accepts it;
- d) 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,
- e) the User has read the following Regulations and consents to the content of all its provisions,
- f) the User is aware that after fulfilling the service provided under the Visa Service Agreement by IVS, the User loses the right to withdraw from the Agreement;
- g) the User has voluntarily concluded an Agreement with IVS by using The Service,
- h) they have acquainted themselves with the information clause described in detail in § 6 of the Regulations, specifying the principles of data processing by IVS.

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

7. Conclusion of the IVS Agreement by the User is tantamount to granting the IVS the proxy by the User to represent the User before the office competent to issue a visa 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.

8. The User's withdrawal from the Agreement is tantamount to the termination of the proxy granted to IVS to represent the User before the office competent to issue a visa.

9. IVS transfers the User's personal data to the office competent to issue a visa together with the application for the visa.

10. Immediately after receiving the visa from the competent visa authority, IVS sends the visa to the User by email to the email address provided by the User in the registration form. Instructions for using the visa will be sent to the User together with the visa.

11. If the visa application can not be submitted due to the provisions of international law or internal regulations of the country which visa the User has applied for, IVS retains the amount of € 15 (fifteen euros) for preparation and analysis of the data. The remaining amount paid by the User is immediately returned to the bank account of the User from which the payment was made. If it is not possible to return the funds in this manner, IVS returns it to the account indicated by the User.

12. The user can order IVS to obtain a special visa via the website:

- a) Rush Processing - within 48 hours from the time of submitting the application, no longer than 2 working days.
- b) Super Rush Processing - within 24 hours from the time of submitting the application, no longer than 1 working day.
- c) Emergency processing - within 6 hours from the time of submitting the application, if submitted on a working day.

13. The time limits specified in hours are valid only on working days.

14. Provision of the Special Visas service by IVS requires the User to pay additional remuneration in the amount specified on the Website. If the office competent to issue a visa fails, for reasons not

attributable to IVS, to issue it within the time limit selected by the User, IVS will fully refund the User the amount paid.

15. The contract for provision of agency services by IVS to obtain a Special Visa may be concluded only at an explicit request of the consumer. By entering into the Agreement, the Consumer makes a statement that the performance of the service is to begin before the deadline set for withdrawing from distance contracts and that they have acknowledged the loss of the right to withdraw from the contract upon its fulfilling by IVS. Due to the fact that the procedure should be completed forthwith, IVS will commence provision of the service before the expiry of the 14-day period which is the deadline for the Consumer to withdraw from the distance contract. Hence, the Consumer loses the right to withdraw from the contract upon its full performance.

16. Using the Website, as well as the digital content and services provided by it, by a user requires the User to have a device with the Internet access and an up-to-date web browser, moreover the User should have a registered e-mail address, as well as software that allows opening files in PDF format.

## **§ 5.**

### **IVS Responsibility**

1. IVS, ensuring correctness and continuity of The Service operation, conducts ongoing technical supervision of its performance.
2. IVS is responsible for the operation of The Service sub-pages or their content.
3. IVS shall not be responsible, inter alia, for:
  - a) 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;
  - b) damages resulting from the User's violation of the rights of third parties which are due to the use of the website;
  - c) damages caused by disruptions, interruptions or unavailability of the Service caused by force majeure;
  - d) damages caused or being the result of disobeying the rules of the Regulations;
  - e) damages resulting from defectiveness or incompatibility of the device used by the User, to the extent that the User has been instructed on the technical conditions of access to the Website or the content available through it;
  - f) the consequences resulting from the decision of the office competent to issue a visa, to the extent that IVS can not bear the blame for the content of the decision.
4. IVS 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 IVS is not liable to the extent that IVS can not bear the blame for delay of its issue.
5. The exemption of IVS from liability for damage specified in the Regulations takes place within the scope and in accordance with the provisions of the Act dated on 23<sup>rd</sup> April 1964, the Civil Code (Journal of Laws of 2023, position 1610 with further amendments) and the provisions of Chapter 3 of the Act of 18<sup>th</sup> July 2002, on provision of electronic services (Journal of Laws of 2020, position 344, with further amendments).
6. IVS provides the User with the digital content or the digital service immediately after conclusion of the contract, unless the parties have agreed otherwise.
7. The digital content is considered delivered when the digital content or the means that allows access to the digital content or downloading the digital content have been made available to the User

or a physical or virtual device that the User has chosen for this purpose, or when the User or such device, have accessed it.

8. The digital service is considered delivered when the User or a physical or virtual device that the User has selected for this purpose has accessed it.

9. The User may withdraw from the contract without requesting the delivery of the digital content or the digital service if:

a) the User's statement or circumstances clearly indicate that the digital content or the digital service will not be provided or

b) the User and IVS agreed or it is clear from the circumstances of the conclusion of the contract that the specified date of delivery of the digital content or digital service was of significant importance to the User, and IVS did not deliver them within the given time limit.

10. IVS is liable for the lack of conformity of the digital content or the digital service with the contract delivered at a single time or in parts, which existed at the time of delivery and became apparent within two years from that time. The lack of conformity of the digital content or digital service with the contract, which becomes apparent within one year from the delivery of the digital content or digital service, shall be presumed to have existed at the time of delivery.

11. The presumptions specified in position 10 do not apply if:

a) the User's digital environment is not compatible with the technical requirements of which the User has been informed by IVS in a clear and understandable manner before concluding the contract;

b) the User, who, before concluding the contract, has been informed in a clear and understandable way about the obligation to cooperate with IVS, to a reasonable extent and using the least onerous technical means for the User, in order to determine whether the lack of conformity of the digital content or the digital service with the contract in due time results from the characteristics of the User's digital environment, does not perform the obligation.

## **§ 6.**

### **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<sup>th</sup> 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, INTERNATIONAL VISA SERVICE Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079 (hereinafter referred to as IVS), 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 May 25th, 2018.

#### **I. The controller of the personal data**

INTERNATIONAL VISA SERVICE Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079 is the controller of the personal data.

Telephone number: +44 2031 293 603

E-mail address: support (a) evisa.express

#### **II. Data protection officer**

The data protection officer at IVS can be contacted by email sent to the address: data-protection (a) evisa.express

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

IVS 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, IVS may process personal data due to the need to comply with legal obligations to which IVS 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 IVS (Article 6 par. 1 letter f of the GDPR), in particular, for the purpose related to:

- a) marketing of products and services of IVS;
- b) monitoring and improvement of the quality of services provided by IVS, 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 defence 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, your 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.

### **III. Recipients of data**

IVS 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) public authorities and relevant state offices in connection with the fulfillment of its obligations arising from legal regulations;
- c) entities that participate in the processes necessary to perform contracts concluded with clients, including banks, credit card operators, electronic and online payment agents;
- d) entities which support IVS in business processes, including in particular entities processing personal data for IVS (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.

### **IV. Time of data processing**

The client's personal data, including sensitive data provided based on consent, are processed by IVS for the time necessary to achieve the objectives indicated in point III, that is, until the Agreement is fully executed and the Service is concluded. After that period, IVS 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.

### **V. The rights of data subjects**



IVS 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.

#### VI. **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.

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

In any situation, when the client considers that IVS processes personal data contrary to the provisions of the GDPR, the client has the right to lodge a complaint with the appropriate supervisory authority.

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

1. IVS may 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. The transfer of data takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market.

#### 2. **If you are applying for a visa to:**

- a) **Australia** - IVS transfers personal data to countries outside the European Economic Area: Australia – the transfer of data is necessary for carrying out the contract of the visa agency.
- b) **Bahrain** - IVS transfers personal data to countries outside the European Economic Area: Bahrain – the transfer of data is necessary for carrying out the contract of the visa agency.
- c) **Canada** - IVS transfers personal data to countries outside the European Economic Area: Canada – the transfer of data is necessary for carrying out the contract of the visa agency. In addition,

the Commission decision of 20<sup>th</sup> December 2001 stated that the regulations in force in Canada ensure an adequate level of protection of personal data.

**d) Cambodia** - IVS transfers personal data to countries outside the European Economic Area: Cambodia – the transfer of data is necessary for carrying out the contract of the visa agency.

**e) Egypt** - IVS transfers personal data to countries outside the European Economic Area: Egypt – the transfer of data is necessary for carrying out the contract of the visa agency.

**f) India** - IVS transfers personal data to countries outside the European Economic Area: India – the transfer of data is necessary for carrying out the contract of the visa agency.

**g) Kenya** - IVS transfers personal data to countries outside the European Economic Area: Kenya – the transfer of data is necessary for carrying out the contract of the visa agency.

**h) Mjanma (Birma)** - IVS transfers personal data to countries outside the European Economic Area: Mjanma (Burma) – the transfer of data is necessary for carrying out the contract of the visa agency.

**i) Oman** - IVS transfers personal data to countries outside the European Economic Area: Oman – the transfer of data is necessary for carrying out the contract of the visa agency.

**j) Sri Lanka** - IVS transfers personal data to countries outside the European Economic Area: Sri Lanka – the transfer of data is necessary for carrying out the contract of the visa agency.

**k) Tanzania** - IVS transfers personal data to countries outside the European Economic Area: Tanzania – the transfer of data is necessary for carrying out the contract of the visa agency.

**l) Turkey** - IVS transfers personal data to countries outside the European Economic Area: Turkey – the transfer of data is necessary for carrying out the contract of the visa agency.

**m) USA** - IVS transfers personal data to countries outside the European Economic Area: USA – the transfer of data:

a) is necessary for carrying out the contract of the visa agency;

and/or

b) takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market.

**n) Vietnam** - IVS transfers personal data to countries outside the European Economic Area: Vietnam – the transfer of data is necessary for carrying out the contract of the visa agency.

**o) United Arab Emirates** - the transfer of data takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market.

3. The client has the right to obtain a copy of the data transferred by IVS.

#### **IX. Obligation to provide personal data**

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

## **§ 7.**

### **Withdrawal from the Agreement**

1. The user, being a consumer, who has concluded an Agreement with the IVS for provision of visa services may withdraw from it within 14 days without giving any reason and without incurring costs.

2. If the User withdraws from the Agreement, it is considered void.

3. If the User made a statement on withdrawal from the Agreement before IVS accepted the User's offer, the offer ceases to be binding.

4. The period of withdrawal from the Agreement starts from the date of executing the Agreement, and in other cases from the date of conclusion of the Agreement.
5. The User may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to IVS. The statement may be submitted on the form, a template of which is included in Annex No. 1 to the Regulations, but it is not mandatory.
6. To meet the deadline, it is enough to send a statement before the expiry date of the period by post to the address of the IVS office or by e-mail to the address: support (a) evisa.express
7. IVS confirms receiving the withdrawal from the Agreement by an e-mail sent to the User.
8. IVS shall immediately, but not later than within 14 days from the date of receiving the statement sent by the User – consumer on withdrawal from the Agreement, return the User all payments made by them, including the costs of delivery.
9. IVS 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. IVS may withhold the reimbursement of payments received from the consumer until the returned goods are received or until the User provides proof of their return, depending on which event occurs first.
10. The provisions of the Regulations regarding the consumer apply to a natural person concluding directly a contract related to their business activity, when the content of the contract shows that it does not have a professional nature for the particular person, resulting in particular from the subject of their business activity, made available on the basis of the provisions concerning the Central Register and Information on Business Activity (Centralna Ewidencja i Informacja o Działalności Gospodarczej).
11. If the consumer exercises the right to withdraw from the contract after the consumer requests the performance of the service, the provision of which is to begin before the expiry of the deadline for withdrawing from the distance contract, the consumer is obliged to pay for the services provided until the withdrawal from the contract. The amount of payment is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract.
12. In the case of withdrawal from the contract for the supply of the digital content or the digital service, the User is obliged to stop using this digital content or the digital service and making it available to third parties.
13. In the case of withdrawal from the contract, IVS may prevent the User from further using the digital content or digital service, in particular by preventing them from accessing the digital content or the digital service or blocking the User's account in this scope.
14. The right to withdraw from the contract is not entitled to the User in relation to the contracts:
  - a) for provision of services for which the User is obliged to pay the price, if the entrepreneur has fully performed the service with the clear and prior consent of the User, who was informed before the commencement of the service that after the performance of the service by IVS they would lose the right to withdraw from the contract, and the information was acknowledged;
  - b) for the delivery of digital content not delivered on a tangible carrier, for which the User is obliged to pay the price, if the entrepreneur commenced the service with the clear and prior consent of the User, who was informed before the start of the service that after the performance of the service by the entrepreneur they would lose the right to withdraw from the contract, and acknowledged it, and the entrepreneur provided the User with a confirmation.

## **§ 8.**

### **Invoices**

1. At the User's request, IVS issues an invoice in connection with the performance of the Agreement and sends it to the e-mail address indicated by the User.
2. The User declares to agree to issuing an electronic invoice by IVS in accordance with art. 106n par. 1 of the Act of 11<sup>th</sup> March 2004 on Value Added Tax (Journal of Laws of 2023, position 1670, with further amendments).

## **§ 9.**

### **Complaints and final provisions**

1. The User may submit complaints about Services provided by IVS, as per the Agreement, by:
  - a) posting a letter to the following address: INTERNATIONAL VISA SERVICE spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Graniczna 29, 40-017 Katowice, Polska,
  - b) sending an email to – support (a) evisa.express
  - c) phone to the number +442031293603
2. IVS deals with the complaint within 14 days since its delivery and sends the response to the address of the sender – User. IVS 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 User's response.
3. IVS is entitled to change the Regulations for important reasons at any time, in particular when changes are due to technical or legal reasons. IVS will inform the Users about the introduced changes by presenting information about the changes on the Service, publication of the updated text of the Regulations and sending messages about changes to the Regulations to the Users' e-mail addresses. Changes to the Regulations come into force within 14 days from the date of posting the information about them on the Service along with the updated text of the Regulations. The existing provisions shall apply to the Agreements concluded before the date of the update.
4. Polish law is the law applicable to relations arising from the Agreement. Disputes arising from the Agreement are subject to the jurisdiction of Polish common courts. The choice of Polish law does not exclude the protection granted to Users by mandatory provisions in the country where the User has their habitual residence.
5. The Users who are consumers may try to reach out-of-court resolution of any IVS disputes before the Permanent Consumer Mediation Court at the Provincial Inspector of Trade Inspection in Katowice (Stały Polubowny Sąd Konsumentcki przy Wojewódzkim Inspektorze Inspekcji Handlowej w Katowicach).
6. Consumer disputes regarding services provided online within the European Union may also be resolved through the ODR platform at <https://ec.europa.eu/consumers/odr>.
7. The User may obtain free assistance in resolving a dispute with IVS, also using the gratuitous help of the powiat (municipal) consumer ombudsman or a social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers – Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich) <http://www.katowice.wiih.gov.pl/p,64,polubowny-sad-konsumentcki>. Necessary information on the method of settling disputes can be found on the website <http://www.uokik.gov.pl>, under the tab "Settlement of consumer disputes".

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

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

.....  
(date)

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

.....  
(Address of the User)

**INTERNATIONAL VISA SERVICE sp. z o.o. sp.k.**  
**ul. Graniczna 29**  
**40-017 Katowice**  
**Poland**

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)

### **Section III - Provisions applicable only in the case of the User entering into a Visa Services Agreement with IVS TRAVEL**

#### **§ 10.**

#### **Performance of the Agreement**

1. By using The Service service, the User concludes the Agreement with IVS TRAVEL on provision of visa services, under which IVS TRAVEL undertakes to submit an application in the name and on behalf of the User to the relevant office to obtain a visa for the User, and the User undertakes to pay remuneration for IVS TRAVEL.
2. The User concludes the Agreement by completing the registration form on The Service and by paying remuneration to IVS TRAVEL. The remuneration includes the consular fee and the IVS TRAVEL commission. The remuneration is considered to have been paid when the money transfer is deposited in the IVS TRAVEL bank account. The User makes a payment by traditional bank transfer, by credit card or by means of electronic payment services.
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. To verify the User's data, IVS TRAVEL may contact the User by e-mail or on the telephone number provided by the User. IVS TRAVEL reserves also the right to request the User to supplement personal data, provide additional data or submit relevant documents, if such requests are submitted to IVS TRAVEL by the visa issuing authority.
4. The condition for concluding the Agreement between IVS TRAVEL and the User is the payment of remuneration by the User to IVS TRAVEL. After the conclusion of the Agreement, IVS TRAVEL sends confirmation of the conclusion of the Agreement along with specification of its terms to the e-mail address of the User.
5. By concluding an Agreement for provision of visa services with the IVS TRAVEL, the User declares that:
  - a) the data provided in the form 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 IVS TRAVEL and accepts it;
  - d) 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,
  - e) the User has read the following Regulations and consents to the content of all its provisions,
  - f) the User is aware that after fulfilling the service provided under the Visa Service Agreement by IVS TRAVEL, the User loses the right to withdraw from the Agreement;
  - g) the User has voluntarily concluded an Agreement with IVS TRAVEL by using The Service,
  - h) they have acquainted themselves with the information clause described in detail in § 12 of the Regulations, specifying the principles of data processing by IVS TRAVEL.
6. Accepting the Regulations by the User constitutes the User's statement that the User has read the terms and conditions of using The Service.
7. Conclusion of the IVS TRAVEL Agreement by the User is tantamount to granting the IVS TRAVEL the proxy by the User to represent the User before the office competent to issue a visa 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.
8. The User's withdrawal from the Agreement is tantamount to the termination of the proxy granted to IVS TRAVEL to represent the User before the office competent to issue a visa.

9. IVS TRAVEL transfers the User's personal data to the office competent to issue a visa together with the application for the visa.
10. Immediately after receiving the visa from the competent visa authority, IVS TRAVEL sends the visa to the User by email to the email address provided by the User in the registration form. Instructions for using the visa will be sent to the User together with the visa.
11. If the visa application can not be submitted due to the provisions of international law or internal regulations of the country which visa the User has applied for, IVS TRAVEL retains the amount of € 15 (fifteen euros) for preparation and analysis of the data. The remaining amount paid by the User is immediately returned to the bank account of the User from which the payment was made. If it is not possible to return the funds in this manner, IVS TRAVEL returns it to the account indicated by the User.
12. The user can order IVS TRAVEL to obtain a special visa via the website:
  - a) Rush Processing - within 48 hours from the time of submitting the application, no longer than 2 working days.
  - b) Super Rush Processing - within 24 hours from the time of submitting the application, no longer than 1 working day.
  - c) Emergency processing - within 6 hours from the time of submitting the application, if submitted on a working day.
13. The time limits specified in hours are valid only on working days.
14. Provision of the Special Visas service by IVS TRAVEL requires the User to pay additional remuneration in the amount specified on the Website. If the office competent to issue a visa fails, for reasons not attributable to IVS TRAVEL, to issue it within the time limit selected by the User, IVS TRAVEL will fully refund the User the amount paid.
15. The contract for provision of agency services by IVS TRAVEL to obtain a Special Visa may be concluded only at an explicit request of the consumer. By entering into the Agreement, the Consumer makes a statement that the performance of the service is to begin before the deadline set for withdrawing from distance contracts and that they have acknowledged the loss of the right to withdraw from the contract upon its fulfilling by IVS TRAVEL. Due to the fact that the procedure should be completed forthwith, IVS TRAVEL will commence provision of the service before the expiry of the 14-day period which is the deadline for the Consumer to withdraw from the distance contract. Hence, the Consumer loses the right to withdraw from the contract upon its full performance.
16. Using the Website, as well as the digital content and services provided by it, by a user requires the User to have a device with the Internet access and an up-to-date web browser, moreover the User should have a registered e-mail address, as well as software that allows opening files in PDF format.

## **§ 11.**

### **IVS TRAVEL Responsibility**

1. IVS TRAVEL, ensuring correctness and continuity of The Service operation, conducts ongoing technical supervision of its performance.
2. IVS TRAVEL is responsible for the operation of The Service sub-pages or their content.
3. IVS TRAVEL shall not be responsible, inter alia, for:
  - a) 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;
  - b) damages resulting from the User's violation of the rights of third parties which are due to the use of the website;

- c) damages caused by disruptions, interruptions or unavailability of the Service caused by force majeure;
  - d) damages caused or being the result of disobeying the rules of the Regulations;
  - e) damages resulting from defectiveness or incompatibility of the device used by the User, to the extent that the User has been instructed on the technical conditions of access to the Website or the content available through it;
  - f) the consequences resulting from the decision of the office competent to issue a visa, to the extent that IVS TRAVEL can not bear the blame for the content of the decision.
4. IVS TRAVEL 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 IVS TRAVEL is not liable to the extent that IVS TRAVEL can not bear the blame for delay of its issue.
5. The exceptions and limitations to liability specified in the Regulations do not violate applicable laws.
6. IVS TRAVEL provides the User with the digital content or the digital service immediately after conclusion of the contract, unless the parties have agreed otherwise.
7. The digital content is considered delivered when the digital content or the means that allows access to the digital content or downloading the digital content have been made available to the User or a physical or virtual device that the User has chosen for this purpose, or when the User or such device, have accessed it.
8. The digital service is considered delivered when the User or a physical or virtual device that the User has selected for this purpose has accessed it.
9. The User may withdraw from the contract without requesting the delivery of the digital content or the digital service if:
- a) the User's statement or circumstances clearly indicate that the digital content or the digital service will not be provided or
  - b) the User and IVS TRAVEL agreed or it is clear from the circumstances of the conclusion of the contract that the specified date of delivery of the digital content or digital service was of significant importance to the User, and IVS TRAVEL did not deliver them within the given time limit.
10. IVS TRAVEL is liable for the lack of conformity of the digital content or the digital service with the contract delivered at a single time or in parts, which existed at the time of delivery and became apparent within two years from that time. The lack of conformity of the digital content or digital service with the contract, which becomes apparent within one year from the delivery of the digital content or digital service, shall be presumed to have existed at the time of delivery.
11. The presumptions specified in position 10 do not apply if:
- a) the User's digital environment is not compatible with the technical requirements of which the User has been informed by IVS TRAVEL in a clear and understandable manner before concluding the contract;
  - b) the User, who, before concluding the contract, has been informed in a clear and understandable way about the obligation to cooperate with IVS TRAVEL, to a reasonable extent and using the least onerous technical means for the User, in order to determine whether the lack of conformity of the digital content or the digital service with the contract in due time results from of the characteristics of the User's digital environment, does not perform the obligation.

## **§ 12.**

### **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<sup>th</sup> 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, IVS TRAVEL FZCO, with its registered office in Dubai, IFZA Business Park, DDP, Premises Number 30577-001, Dubai Silicon Oasis, United Arab Emirates (hereinafter referred to as IVS TRAVEL), informs about the processing of the client's personal data and the rights the client is entitled to.

**IX. The controller of the personal data**

IVS TRAVEL FZCO, with its registered office in Dubai, IFZA Business Park, DDP, Premises Number 30577-001, Dubai Silicon Oasis, United Arab Emirates is the controller of the personal data.

Telephone number: +44 2031 293 603

E-mail address: support (a) evisa.express

**X. Data protection officer**

The data protection officer at IVS can be contacted by email sent to the address: data-protection (a) evisa.express

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

IVS TRAVEL 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, IVS TRAVEL may process personal data due to the need to comply with legal obligations to which IVS TRAVEL 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 IVS TRAVEL (Article 6 par. 1 letter f of the GDPR), in particular, for the purpose related to:

- e) marketing of products and services of IVS TRAVEL;
- f) monitoring and improvement of the quality of services provided by IVS TRAVEL, including monitoring of telephone conversations and meetings, carrying out customer satisfaction surveys of services provided;
- g) if applicable, the conduct of disputable proceedings, as well as proceedings before public authorities and other proceedings, including carrying on enquiry and defence against claims;
- h) 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, your 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 Service 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.

**XI. Recipients of data**

IVS TRAVEL discloses or may disclose personal data to the following recipients or categories of recipients, in particular to:

- e) public authorities and relevant state offices, competent to process visa applications and to issue visas;
- f) public authorities and relevant state offices in connection with the fulfillment of its obligations arising from legal regulations;

- g) entities that participate in the processes necessary to perform contracts concluded with clients, including banks, credit card operators, electronic and online payment agents;
- h) entities which support IVS TRAVEL in business processes, including in particular entities processing personal data for IVS TRAVEL (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.

#### **XII. Time of data processing**

The client's personal data, including sensitive data provided based on consent, are processed by IVS TRAVEL for the time necessary to achieve the objectives indicated in point III, that is, until the Agreement is fully executed and the Service is concluded. After that period, IVS TRAVEL 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.

#### **XIII. The rights of data subjects**

IVS TRAVEL 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.

#### **XIV. 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.

**XV. The right to lodge a complaint with the supervisory authority**

In any situation, when the client considers that IVS TRAVEL processes personal data contrary to the provisions of the GDPR, the client has the right to lodge a complaint with the appropriate supervisory authority.

**XVI. Transfer of personal data to countries outside the European Economic Area**

1. IVS TRAVEL may 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. The transfer of data takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market.

**2. If you are applying for a visa to:**

**a) Australia** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Australia – the transfer of data is necessary for carrying out the contract of the visa agency.

**b) Bahrain** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Bahrain – the transfer of data is necessary for carrying out the contract of the visa agency.

**c) Canada** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Canada – the transfer of data is necessary for carrying out the contract of the visa agency. In addition, the Commission decision of 20<sup>th</sup> December 2001 stated that the regulations in force in Canada ensure an adequate level of protection of personal data.

**d) Cambodia** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Cambodia – the transfer of data is necessary for carrying out the contract of the visa agency.

**e) Egypt** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Egypt – the transfer of data is necessary for carrying out the contract of the visa agency.

**f) India** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: India – the transfer of data is necessary for carrying out the contract of the visa agency.

**g) Kenya** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Kenya – the transfer of data is necessary for carrying out the contract of the visa agency.

**h) Mjanma (Burma)** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Mjanma (Burma) – the transfer of data is necessary for carrying out the contract of the visa agency.

**i) Oman** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Oman – the transfer of data is necessary for carrying out the contract of the visa agency.

**j) Sri Lanka** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Sri Lanka – the transfer of data is necessary for carrying out the contract of the visa agency.

**k) Tanzania** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Tanzania – the transfer of data is necessary for carrying out the contract of the visa agency.

**l) Turkey** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Turkey – the transfer of data is necessary for carrying out the contract of the visa agency.

**m) USA** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: USA – the transfer of data:

c) is necessary for carrying out the contract of the visa agency;

and/or

d) takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market.

**n) Vietnam** - IVS TRAVEL transfers personal data to countries outside the European Economic Area: Vietnam – the transfer of data is necessary for carrying out the contract of the visa agency.

**o) United Arab Emirates** - the transfer of data takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market.

3. The client has the right to obtain a copy of the data transferred by IVS TRAVEL.

#### **IX. Obligation to provide personal data**

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

### **§ 13.**

#### **Withdrawal from the Agreement**

1. The user, being a consumer, who has concluded an Agreement with the IVS TRAVEL for provision of visa services may withdraw from it within 14 days without giving any reason and without incurring costs.
2. If the User withdraws from the Agreement, it is considered void.
3. If the User made a statement on withdrawal from the Agreement before IVS TRAVEL accepted the User's offer, the offer ceases to be binding.
4. The period of withdrawal from the Agreement starts from the date of executing the Agreement, and in other cases from the date of conclusion of the Agreement.
5. The User may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to IVS TRAVEL. The statement may be submitted on the form, a template of which is included in Annex No. 1 to the Regulations, but it is not mandatory.
6. To meet the deadline, it is enough to send a statement before the expiry date of the period by post to the address of the IVS TRAVEL office or by e-mail to the address: support (a) evisa.express
7. IVS TRAVEL confirms receiving the withdrawal from the Agreement by an e-mail sent to the User.
8. IVS TRAVEL shall immediately, but not later than within 14 days from the date of receiving the statement sent by the User – consumer on withdrawal from the Agreement, return the User all payments made by them, including the costs of delivery.
9. IVS TRAVEL 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. IVS TRAVEL may withhold the reimbursement of payments received from the consumer until the returned goods are received or until the User provides proof of their return, depending on which event occurs first.
10. The provisions of the Regulations regarding the consumer apply to a natural person concluding directly a contract related to their business activity, when the content of the contract shows that it does not have a professional nature for the particular person, resulting in particular from the subject of their business activity, made available on the basis of the provisions concerning the Central Register and Information on Business Activity (Centralna Ewidencja i Informacja o Działalności Gospodarczej).
11. If the consumer exercises the right to withdraw from the contract after the consumer requests the performance of the service, the provision of which is to begin before the expiry of the deadline for withdrawing from the distance contract, the consumer is obliged to pay for the services provided until the withdrawal from the contract. The amount of payment is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract.

12. In the case of withdrawal from the contract for the supply of the digital content or the digital service, the User is obliged to stop using this digital content or the digital service and making it available to third parties.

13. In the case of withdrawal from the contract, IVS TRAVEL may prevent the User from further using the digital content or digital service, in particular by preventing them from accessing the digital content or the digital service or blocking the User's account in this scope.

14. The right to withdraw from the contract is not entitled to the User in relation to the contracts:

- a) for provision of services for which the User is obliged to pay the price, if the entrepreneur has fully performed the service with the clear and prior consent of the User, who was informed before the commencement of the service that after the performance of the service by IVS TRAVEL they would lose the right to withdraw from the contract, and the information was acknowledged;
- b) for the delivery of digital content not delivered on a tangible carrier, for which the User is obliged to pay the price, if the entrepreneur commenced the service with the clear and prior consent of the User, who was informed before the start of the service that after the performance of the service by the entrepreneur they would lose the right to withdraw from the contract, and acknowledged it, and the entrepreneur provided the User with a confirmation.

#### **§ 14.**

#### **Invoices**

1. At the User's request, IVS TRAVEL issues an invoice in connection with the performance of the Agreement and sends it to the e-mail address indicated by the User.

2. The User declares to agree to issuing an electronic invoice by IVS TRAVEL in accordance with the applicable law.

#### **§ 15.**

#### **Complaints and final provisions**

1. The User may submit complaints about Services provided by IVS TRAVEL, as per the Agreement, by:

a) posting a letter to the following address: IVS TRAVEL FZCO, IFZA Business Park, DDP, Premises Number 30577-001, Dubai Silicon Oasis, United Arab Emirates

b) sending an email to – +44 2031 293 603

c) phone to the number – support (a) evisa.express

2. IVS TRAVEL deals with the complaint within 14 days since its delivery and sends the response to the address of the sender – User. IVS TRAVEL 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 User's response.

3. IVS TRAVEL is entitled to change the Regulations for important reasons at any time, in particular when changes are due to technical or legal reasons. IVS TRAVEL will inform the Users about the introduced changes by presenting information about the changes on the Service, publication of the updated text of the Regulations and sending messages about changes to the Regulations to the Users' e-mail addresses. Changes to the Regulations come into force within 14 days from the date of posting the information about them on the Service along with the updated text of the Regulations. The existing provisions shall apply to the Agreements concluded before the date of the update.

4. Polish law is the law applicable to relations arising from the Agreement. Disputes arising from the Agreement are subject to the jurisdiction of Polish common courts. The choice of Polish law does not exclude the protection granted to Users by mandatory provisions in the country where the User has their habitual residence.

5. The Users who are consumers may try to reach out-of-court resolution of any IVS TRAVEL disputes before the Permanent Consumer Mediation Court at the Provincial Inspector of Trade Inspection in Katowice (Stały Polubowny Sąd Konsumentcki przy Wojewódzkim Inspektorze Inspekcji Handlowej w Katowicach).

6. Consumer disputes regarding services provided online within the European Union may also be resolved through the ODR platform at <https://ec.europa.eu/consumers/odr>.

7. The User may obtain free assistance in resolving a dispute with IVS TRAVEL, also using the gratuitous help of the powiat (municipal) consumer ombudsman or a social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers – Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich) <http://www.katowice.wiih.gov.pl/p,64,polubowny-sad-konsumentcki>. Necessary information on the method of settling disputes can be found on the website <http://www.uokik.gov.pl>, under the tab "Settlement of consumer disputes".

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

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

.....

*(date)*

.....

*(Name and Surname of the User)*

.....

*(Address of the User)*

**IVS TRAVEL FZCO**

**IFZA Business Park, DDP,**

**Premises Number 30577-001,**

**Dubai Silicon Oasis, United Arab Emirates**

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)*