

DECLARATION AND UNDERTAKING

The definition of CKGS and the Applicant as defined in Terms & Conditions are applicable for the Declaration and Undertaking.

I, the undersigned Applicant, solemnly declare and undertake to have read and fully understand the Terms & Conditions and the Disclaimer shown on the Website of CKGS and that I shall utilise my visit only for the sole purpose for which I have made my application (VISA / PIO / OCI / RENUNCIATION). I shall not on arrival in India try to extend my stay for any other purpose.

I also declare that I am present in the USA on the date of making this application and that all the information including full payments given by me for myself and on behalf of the other Applicants (whose names and details are mentioned in the application form), here are true, accurate and complete.

I am aware that my application is being processed by CKGS, a service provider for the Embassy of India and its Consulates across the United States of America, for providing the following services:

- Indian Visa;
- OCI Card (Overseas Citizenship of India);
- PIO Card (Person of Indian Origin) and
- Renunciation of Indian citizenship;

I acknowledge that the website www.in.ckgs.us contains the required information in connection with the Services which I have read and fully understood. The said website will be updated as per the instructions of the Embassy / Consulate and will change from time to time.

I, the Applicant, fully recognise that the consideration of my application is at the sole discretion of the concerned Embassy / Consulate and that CKGS is not responsible / liable for the same. Nor is CKGS responsible for any delay / error in the receipt of the Visa / OCI Card / PIO Card / Renunciation, as CKGS acts as mere facilitator. The processing of application and type of service and category including processing time is subject to the procedures and timescales of the concerned Embassy / Consulate over which CKGS has no control. The processing time for the application is an estimate only which is based on information and experience of the Embassy / Consulate. I hereby agree to this Declaration & Undertaking, Disclaimer, relevant Document Checklist and Forms, CKGS Terms and Conditions, and the Privacy Policy. I recognize and agree that the Application fees and related charges once paid are not refundable, except as mentioned in the Refund Policy of its Terms and Conditions. All Application fees and related charges are payable even if the application is not considered or approved or rejected by the Embassy / Consulate. I accept that I am responsible / liable for the accuracy of the application forms, choice of service type and category and to send the application in complete with Government form/s, CKGS form/s duly filled and signed where applicable, documents as per the relevant Checklist provided. I accept that if CKGS checks the same, it does not guarantee that it will find any errors upon verification of documents and information I have provided. I accept that CKGS excludes all other liability / liabilities in relation to my application and advice or information given to me, including for breach of contract or negligence.

I, the Applicant, understand and agree that I must enter my correct & contactable personal details such as email address, mobile number, address (even if the application is filled through an authorized Third party agent) on both the CKGS form and the Govt. form at the time of submission either online or offline. I accept that the documents will be returned to the address

stated in the application form only. In case of changed address, then valid proof of new address will have to be obtained at the time of submission of application to CKGS. I also accept that I shall not submit the agents' email address and / or mobile or other number in the application form.

I, the Applicant, understand and agree that only certain third party agents have been authorized by Government to submit the application on the applicant's behalf through propriety software. As per Embassy / Consulate's instructions, if CKGS receives my application through an unauthorized travel agent, it may be returned back unprocessed by CKGS. If my application is found to have the details of the third party agent masquerading on my behalf then such applications will be returned back unprocessed by CKGS.

I, the Applicant, acknowledge and agree that, In case of applications received through Authorized third party Agents, CKGS will send its communication by email to me / Agent on the email IDs provided. The email and mobile provided on the Government of India online forms must belong to me and must be contactable in case of any further communication. CKGS bears no responsibility / liability to me or the third party Agent if I / Agent do not respond to the 'Track and Trace' / Mobile / email / and / or any other communication of CKGS. CKGS will not be responsible if there is no communication / miscommunication / delay in communication by the Agent to me or vice versa. The responsibility of CKGS ends the moment it has made such communication to me to Third Party Agent. In case my application is being sent by unauthorized agents, the possibility of rejection / non-processing lies solely with me and the said agent.

I, the Applicant, understand and agree that I am required to submit to CKGS, all the relevant information / supporting documents required for my application, and ensure that the information and the supporting documents provided are true, valid, full and complete. I acknowledge and agree that acceptance of the application by CKGS / concerned Embassy / Consulate does not mean that such information and supporting documents as provided by me are deemed sufficient. I further acknowledge and agree that in case of submission of incomplete documentation; CKGS / Embassy / Consulate shall not continue to process the application and shall return the application / documents to me. I further acknowledge and agree that the Embassy / Consulate have the right to call me for a personal interview and / or request me at any time to provide additional supporting documents / information beyond what may be listed on the CKGS website www.in.ckgs.us. I further understand that I need to complete and carry / ship the documents and make full payment of the Service & Category Fees, ICWF Fees, CKGS Service Fees, Value Added Services such as Shipping / Text Fees / Mobile Convenience Charges (if applicable) as per the CKGS Website which is a general list as per the category as selected by me. The list of fees is not exhaustive and is subject to change.

I, the Applicant, acknowledge and agree that in case my application is received by CKGS through any Authorized Third Party on my behalf that the communication transmitted on record (Track and Trace / Email / Mobile / Telephone etc.) shall be deemed to have been communicated to my Agent / me. My Agent shall be solely responsible / liable for any miscommunication, non-communication or delayed communication with me. In such case, I shall liaise directly with my Third Party / Representative / Agent.

I, the Applicant, acknowledge and agree that I shall be totally liable / responsible to provide a true and complete application. In case I use the services of an Agent, my Agent shall be liable / responsible for verification of the same and for any advice or guidance to me related thereto.

I, the Applicant, acknowledge and agree that under no circumstances CKGS shall be held liable / responsible to me or anyone claiming through me for any direct, indirect, incidental, special and / or consequential losses or damages of whatever nature, or for loss of profits, loss of

opportunity, loss of business or goodwill or interruption of business, whether arising out of or in connection with my application and whether or not relating to any act, error, omission or negligence by CKGS, or any officer, employee of CKGS or Service Providers like shipping / telecom / Call Center agencies etc.

I, the Applicant, acknowledge that CKGS takes every reasonable precaution while handling my passport & documents and if due to any breach of contract or negligence on the part of CKGS, my submitted passport or documents are lost or damaged beyond a useable condition, then CKGS will pay me a maximum amount of 195 USD or the fees charged for the replacement of the lost / misplaced / damaged / stolen passport or other documents within CKGS premises through their normal replacement procedure whichever is lesser and CKGS will assist me with the same within its capacity. Such payments will be made by CKGS to me on the presentation of the payment receipt issued for the replacement of such lost or damaged passport or documents. However any lost / misplaced / damaged / stealing of original documents by the shipping service provider will be limited to the terms and conditions of the shipping provider including claims. CKGS will not be held liable / responsible for the shipping provider services.

I, the Applicant, acknowledge that, CKGS always uses the services of reputed shipping companies for the purpose of transmission of passports. Their respective Terms & Conditions shall apply in addition to CKGS Terms & conditions. CKGS will not be responsible / liable for any loss or damage whether direct, indirect, incidental or consequential, caused due to transmission delays or loss of passport or documents, delivering the documents to the wrong address in the course of transmission of documents by CKGS to me. This also applies in the course of transmission of documents by CKGS to the Embassy / Consulate and back from the Embassy / Consulate to CKGS. CKGS would however, make best attempts to trace my documents or assist me in obtaining alternative / certified copies of the lost documents. In the case of my own pre-paid labels / envelopes, the obligation of CKGS shall come to an end the moment CKGS ships back the documents using such prepaid labels / envelopes.

I, the Applicant, acknowledge that should I decide to avail the return shipping facility from CKGS; the documents will be returned only to my registered present address or permanent address as given in the address proof document. In case of a change of address for the return shipping, CKGS will be unable to assist with this change request and does not take any liability / responsibility for such claims that may arise.

I, the applicant, acknowledge that in case I choose to use Prepaid / own shipping label, I shall provide the Airway Bill (AWB) Number and Service provider's details when prompted at the Shipping stage or in "My Account" on the CKGS website. CKGS does not take any responsibility of pick-up and delivery to me. I understand that shipping Service providers often do not acknowledge receipt of the envelopes nor will CKGS drop off my prepaid envelopes to my shipping service provider as I have not purchased the shipping service from CKGS.

I, the Applicant, further acknowledge that, if I commence any application process, including by an online application, I may revoke the application at any time before my application is shipped or otherwise forwarded by CKGS to the Consulate / Embassy, in which case CKGS will refund to me the charges as per the 'Refund Policy' of its Terms & Conditions.

I, the Applicant, acknowledge that upon receipt of the application, if CKGS and / or Embassy / Consulate, notices whilst processing the application, that the same is incomplete and / or proper payment is not received, then CKGS and / or Embassy / Consulate will put 'On Hold' the processing of such application and send a communication by email on the email address provided by me, along with details to let me know about the deficiency / s in the application. I am required to provide all the necessary documents and full payments or balance payments to CKGS within 7 working days from the date such communication is sent to me by CKGS. I

further acknowledge and agree that in case I fail to send and complete my application documentation to CKGS and / or Embassy / Consulate, then my application will remain 'On Hold' for no more than 21 calendar days from the date of communication sent to the Applicant, at the Applicant's sole risk and consequences and, shall be considered to be "Abandoned" and CKGS shall refund the amount as mentioned in the 'Refund Policy' of its Terms & Conditions. CKGS shall not be obliged to notify me, the Applicant of this.

I, the Applicant, acknowledge that if I have already enclosed my own prepaid envelope or paid for a return shipping, the 'Abandoned Application' will be returned to the current address or permanent address stated on the label and the fees will be refunded to me after deducting the CKGS Service charges. Further, I acknowledge and agree that if I have not enclosed my own prepaid envelope, CKGS will return by shipping, the 'Abandoned Application' to my current address and will refund the fees after deducting the CKGS service charges and any Value Added Service charges. In any case where the application has already been submitted by CKGS to the Embassy / Consulate and there are still additional / incorrect / incomplete/ pending documents, there will be no refund whatsoever.

I, the Applicant, acknowledge that if neither the prepaid label nor have the fees / partial fees been enclosed, then CKGS will consider this application 'Abandoned' and it will be handed over to the Indian Embassy / Consulate of my Jurisdiction at my own cost, risk and consequences.

THIS IS IMPORTANT:

Producing / providing misleading, inaccurate / false information will result in declining of the application without assigning any reason. Any fees once paid are non-refundable (except as mentioned under Terms & Conditions) and subject to change without notice to the Applicant.

After receipt of communication from the Consulate / Embassy, please ensure to carefully check all the information on the VISA / PIO Card/ OCI Card / Renunciation etc. as applicable such as name, spellings, passport number, type of Service and Category and validity is given correctly. Please note that though the Applicant may apply for certain duration of visa, it is the sole right of the Embassy / Consulate to assign a lesser duration and there will be no refund of fees. Visa / OCI card / Renunciation certificate are valid from date of issue.

It is advisable to make travel arrangements only after obtaining positive confirmation from the Consulate / Embassy.