

B2B - 14th March, 2016

TERMS AND CONDITIONS

The following Terms & Conditions constitute the legal basis for the rendering of Services by CKGS.

The Terms & Conditions govern the third party agents (hereinafter referred to as “Agent”) on behalf of the Applicants for use of the Services and are acknowledged as having been read, understood and agreed without any limitation or qualification by the Agent through submission of complete physical applications including full payments to the CKGS Application Centre. This will also form a part of the contract with CKGS.

The Agent shall commence such operation only after receipt of approval by the Mission.

No employee of CKGS has any authority whatsoever to change, amend, amplify or withdraw any or all of these Terms and Conditions without prior written approval from CKGS.

These Terms and Conditions also contain a disclaimer which limits CKGS liability to the Refund Policy stated below.

Scope of Services

CKGS is the outsourcing partner of the Indian Missions in United States of America for providing Indian Visa services (hereinafter referred to as “Services”):

General Obligations

The Agent shall at all times be bound by the terms and conditions as notified from time to time by the Missions.

The Agent is required to visit the website www.in.ckgs.us for the latest updates. The requirements for visa and related information are established by the Missions and are subject to change without notice. CKGS does not guarantee that the information supplied is most current and complete.

It shall be Agent’s responsibility to ensure that all the required documents / information are collected promptly from the Applicants and thoroughly scrutinized to ensure that there are no errors in processing of the same.

CKGS shall commence processing of the Services only after receipt at the CKGS Application Centre of a **complete physical application** which includes full documentation along with requisite payments. In case of deficiency/ies, CKGS shall inform the Agent of the deficiency/ies by email. If the Agent does not rectify the application, then the same shall be returned to the Agent.

The Agent undertakes to service only those Applicants who are the direct Applicants of the Agent.

The Agent shall at all times inform the Applicant of the CKGS Terms and Conditions before processing the documents and payments of the Applicants as more specifically mentioned in the CKGS website www.in.ckgs.us.

It shall be the responsibility of the Agent to promptly return the original documents to the Applicant once received from CKGS.

The Agent shall be given a permitted access to the specially developed proprietary CKGS software through a login id and password for the purpose of processing of applications, which shall not be misused by the Agent. CKGS reserves its right to block the software access and / or take legal actions against the Agent for illegal or unauthorized access of the software.

It shall be solely the Agent's responsibility / obligation to provide CKGS with all required duly signed Government forms, letters, forms and documentation duly notarized / self attested as applicable as per the Checklist. Checklists are not exhaustive. The Mission may ask for additional documents and payments as stated in CKGS website.

Fees

The fees payable by the Agent are as follows:

- Service & Category Fees – (Consular Fees)
- ICWF Fees – (Consular Fees)
- CKGS service charges – (CKGS Fees)
- Value Added Services like Courier (optional) (CKGS Fees)

Note:

Please note that all fees / charges payable are per Applicant and must be cleared in full by the Agent through Money Order favouring '**Cox & Kings Global Services USA LLC**'. Change if any in the payment mode shall be intimated by CKGS to the Agent from time to time. For credit cards, convenience fees are applicable and are non-refundable.

'**Cox & Kings Global Services USA LLC**' ("Company") would be using the Global Contract of Cox and Kings (UK) Limited for online payment processing services (Credit Cards), a company incorporated in the United Kingdom. All online payments made by the Applicants using Credit Card shall be collected and processed through Cox and Kings (UK) Limited.

Changes to Procedures and fees

Please note that the fees / charges provided will be valid and applicable on the day that they are quoted and provided by CKGS.

CKGS does not accept responsibility for any changes in procedures, rules, documents or fees and reserves the right to pass on any increased fees to the Agent. If the Agent decides to make the application on a later date, and / or if the application is in transit, the changed fees may apply.

Granting / rejection of Services

The decision making of an application rests solely with the Mission. The Mission reserves the right to grant / deny an application without assigning reasons and the decision of the Mission is final and binding upon the Agent.

Time Limit for Processing

The processing times mentioned for application/s are average processing time estimates only. The processing of an application including the processing time is subject to the procedures and experience of the concerned Mission over which CKGS HAS NO CONTROL. It is subject to change on a case to case basis.

Communication Policy

In terms of the requirements of Government of India, it is mandatory for the Applicant to provide his / her e-mail ID, mobile, telephone number and current and permanent address

which are reachable and contactable on all Government Forms. The Agent is strictly forbidden from replacing such information with his / her own information.

In terms of CKGS policy, the Agent is required to provide his / her e-mail ID and contact information at the time of registration.

CKGS will send its communication by email to both the Applicant / Agent to the email IDs provided. CKGS bears no responsibility / liability if the Applicant or the Agent does not respond to the 'Track and Trace' / email / and / or any other communication of CKGS. The responsibility of CKGS ends the moment it has made such communication to the Applicant / Agent.

Refund / Revocation / Cancellation Policy

In case of a lost / misplaced / stolen / damaged within the premises of CKGS beyond a useable condition passport, the refund liability of CKGS is limited to US \$ 195 or the actual cost of reissuance of passport whichever is less against proof of receipt. The amount is based on US State Government's website information. CKGS shall not be held responsible / liable for any financial charges or loss / damage of any kind whatsoever. Further no other costs of air tickets, transport, accommodation stay or any other costs shall be paid / refunded.

This does not include any lost or damaged passport or documents by the Shipping Service Provider. The Terms & Conditions of the Shipping Provider will apply, irrespective, if the shipment has been bought by the Applicant through CKGS or if a prepaid label is bought directly from the Shipping Service Provider by the Agent / Applicant.

If the Agent commences an application process, including by submitting an online application, the Agent may revoke / cancel the application at any time before the application is submitted by CKGS to the Mission, in which case, CKGS will only refund to the Agent, the Consular Service and Category fees, the ICWF fees but CKGS will retain its service fees and Value Added Services (if applicable). Refund processing charges will apply. Convenience Fees are non-refundable. It shall be the responsibility of the Agent to refund such amounts to the Applicant. Once the application has been submitted by CKGS to the Mission, all fees are non – refundable.

It shall be the responsibility of the Agent in turn to refund to the Applicant, such amount received from CKGS.

Exclusion of Liability

CKGS bears no responsibility / liability for costs incurred by the Agent / Applicant in anticipation of an application to be finalized by the concerned Mission. These costs may include but are not limited to air tickets or any other transport cost, accommodation, and / or any other costs. CKGS strongly recommends that the Applicant should not purchase tickets and / or make accommodation nor any other bookings / costs which cannot be cancelled without cost prior to the issuance of the applied Service.

CKGS is not responsible / liable for loss or damage which occurs due to any event or incident which happens outside CKGS's control including Force Majeure events and which is not attributable to any act or omission by CKGS.

CKGS will not be held responsible / liable for any loss or damage, delays caused by Mission, processing an application incorrectly, attachment of wrong photographs, duration & type of visa (single / multiple entry), issuing an incorrect Visa and / or incorrect details mentioned inter alia due to incomplete application forms, incorrect or false information on application

form and inaccurate and incomplete information and supporting documents provided by the Agent.

CKGS is not responsible or liable for any direct, indirect, punitive, exemplary, incidental, special, consequential losses & damages arising whatsoever out of the delay, misplacement, damage, non-delivery or loss of passports, documents or money.

CKGS is not liable / responsible for the wrong address / contact details mentioned by the Applicant in his / her application / documents and / or label including prepaid courier.

CKGS is not liable / responsible to the Applicant and / or the third party Agents if they do not follow the Communication Policy mentioned hereinabove.

Incomplete Documentation

Upon receipt of the application, if CKGS notices whilst processing the application, that the same is incomplete and / or proper payment is not received, then CKGS will put 'on hold' the processing of such application and send a communication with details about the deficiency/ies in the application. The Agent is required to provide all the necessary documents, short fall in payments to CKGS within 7 working days from the date such communication is sent by CKGS.

Pending Additional Documentation

Similarly, after submission of documentation by CKGS to the Mission, the latter has the right to request for further documentation, supporting documents, correct and missing information on a case to case basis. CKGS will put 'on hold' the processing of such application and send a communication with details about such additional information / documents. The Agent is required to provide all the necessary information / documents to CKGS within 7 working days from the date such communication is sent by CKGS.

In both the above mentioned situations, such application processing will remain on hold in the CKGS Application Centre for a maximum period of 21 calendar days from the date that the application was received by CKGS at the Agent's sole risk and consequences and will be treated as 'Abandoned' if not addressed by the Agent will be returned to the Agent.

If the Applicant wishes to re-apply, the Applicant will have to re-process the full application as a NEW complete application, including all applicable payments.

Shipping / Delivery

CKGS shall not be liable under any circumstance to compensate the Agent for any loss / damage / delay of travel documents or other failure or fault in performance by Shipping Service Provider companies. Their respective Terms and Conditions shall apply to such cases irrespective if an envelope purchased through CKGS or a prepaid label is provided by the Applicant's Service provider.

If you have submitted a Prepaid Envelope / Shipping Label along with the application, CKGS cannot take any responsibility of pick-up and delivery to you. The Shipping Service Providers often do not acknowledge receipt of the envelope nor will CKGS drop off your prepaid envelope to your Shipping Service Provider as you have not bought the shipping service from us.

FedEx Prepaid Envelopes sent by you are NOT accepted. For prepaid labels, CKGS will not be liable / responsible to contact you, and if you ignore this point, for any delay occurring will be your liability / responsibility.

If you purchase FedEx shipping service from CKGS to send your application to CKGS and chose not to use the same, the refund for the same will be made after the tracking status of the label thus generated shows as Expired. This could take as long as 45 days. No refund requests will be entertained until then.

Scope of Terms & Conditions

These Terms & Conditions have to be read in conjunction with the Declaration & Undertaking, Disclaimer, relevant Document Checklist and Forms and the Privacy Policy. The same are required to be signed by the Applicant or the Agent for and on behalf of the Applicant.

The Agent / Applicants agree to allow CKGS at its sole discretion to use any of their, comments, reviews related to CKGS Services made available in the public domain and / or through private communication such as emails, letters etc. and distribute such contents in any of their documents, any promotional materials, websites and any type of media.

CKGS reserves its absolute rights to alter these Terms and Conditions and / or any other documents any time without advance notice and without offering any reason.

As to the interpretation of the foregoing, the decision of CKGS shall be final and binding upon the Agent.

CKGS Application Centre

CKGS is a service provider in the USA. The address of the CKGS Application Centre is: www.in.ckgs.us/application-centers.

Law and Jurisdiction

These Terms and Conditions shall be construed in accordance with the laws of United States of America.

I, <Name> <Designation> of <Company Name> hereby accept that I have fully read and understood the above terms & conditions on behalf of <Company Name> and our centers in <Place, Address>, <Place, Address>.