

Terms and Conditions

Article 1 Definitions

- 1.1 “Embassy” refers to the Embassy of the People's Republic of China.
- 1.2 “Consulate General” refers to the Consulate General of the People's Republic of China.
- 1.3 “Other Consular Institutions” refers to the Consulates, consular offices and related institutions of the People's Republic of China.
- 1.4 “Embassies and Consulates” refers to the Embassies and/or Consulates General and/or Other Consular Institutions.
- 1.5 “Chinese Visa Application Service Centre” refers to the institution that provides handling services relating to applications for Chinese visa/legalisation according to the working procedures set by the Embassies and Consulates, hereinafter referred to as the “Application Centre”.
- 1.6 “Clients” refers to any individual or a third party authorized by the former submitting a Chinese visa/legalisation application to the Application Centre, including individuals, travel agencies or other agencies.
- 1.7 “Clients' Information” refers to the data and information that Clients provide to the Application Centre in the form of paper, electronic media or any other form deemed acceptable in order for the Application Centre to provide clients with appropriate services.
- 1.8 “Personal Information” refers to all the required information related to a person included in the application documents submitted by a client, including, but not limited to, the name, gender, date of birth, place of birth, marital status, citizenship, passport information, telephone number, health record, criminal record, residential address, place of employment, family members, as well as any video recording, telephone call recording, email content and other private biometric information.
- 1.9 “Website” refers to the website located at www.visaforchina.org where online services are provided to clients, such as information announcements, online application form completion, on-line appointment and visa/legalisation application status query services.
- 1.10 “Basic Services” refers to the services directly related to visa/legalisation applications that the Application Centre provides to clients.
- 1.11 “Extended Services” refers to services provided by the Application Centre for the convenience of clients other than the Basic Services.
- 1.12 “Visa/legalisation fee” refers to consular fees and charges payable to the Embassies and Consulates and accepted by the Application Centre from applicants on behalf of the Embassies and Consulates at rates prescribed by the Embassies and Consulates, including, but not limited to, the regular application fee, express application fee and urgent application fee.
- 1.13 “Application Service Fee” refers to the fee charged by the Application Centre to clients for providing them with Basic Services. The fees charged for Extended Services are not included in the Application Service Fee.
- 1.14 “Pickup Forms” refers to the receipts issued by the Application Centre to Clients who have submitted their Chinese visa/legalisation applications to the Application Centre, which serve as the only certificates evidencing payment of the Visa/Legalisation Fee and Application Service Fee as well as for collecting their passports, visas and legalisation documents from the Application Centre.

Article 2 About the Basic Services Offered by the Application Centre

- 2.1 To receive clients and classify their visa/legalisation application documents in accordance with the requirements of the Embassies and Consulates.
- 2.2 To provide clients with intermediate business services, including computer entry of basic information, and transmission of passports, visas and Clients' Information between Embassies and Consulates and the Application Centre.
- 2.3 To capture/collect fingerprints and other biometric information as well as a Visa/legalisation Fee in accordance with the commissions and requirements of the Embassies and Consulates and to deliver passports and visas to Clients on behalf of the Embassies and Consulates.
- 2.4 To release and transmit information about Chinese visa/legalisation policy in accordance with the requirements of the Embassies and Consulates in a timely manner through website, information desk, telephone, fax or e-mail.
- 2.5 The Application Centre hereby states in particular that, government functions such as assessing, approving or refusing visa/legalisation applications and issuing visas, or legalisation certificates belong to the exclusive authority of the Embassies and Consulates, and the Application Centre is not legally empowered to provide any commitment, guarantee, interpretation or other legal obligations to clients in relation to that exclusive authority.

Article 3 About Use of the Visa/Legalisation Application Services

- 3.1 Clients acknowledge and hereby confirm that the Application Centre is not involved in the visa/legalisation assessment and decision-making process. The Embassies and Consulates have the authority to decide whether a visa/legalisation certificate will be issued or not, the type of a visa/legalisation certificate to be issued as well as the visa's validity, duration of stay and number of entries in accordance with China's relevant laws and regulations. A client is required to pay the visa/legalisation fee, application service fee, postal service fee to the Application Centre regardless of approval or disapproval of an application by the Embassies and Consulates. All fees are non-refundable.
- 3.2 Clients can make inquiries to the Application Centre via its website or through the telephone. Clients are required to acknowledge that the Application Centre is a non-governmental organization, and its provision of inquiry services for clients is free and based on its unilateral understanding of clients' inquiries and the limited information known and mastered by it in order to provide assistance for its clients for their visa/legalisation applications. No matter what the circumstances are, it cannot be interpreted that the Application Centre has made any promise or assurance, nor does it bear any other legal responsibility for the answers to clients' queries.
- 3.3 Clients are required to submit to the Application Centre all the relevant Clients' Information required for any visa/legalisation application, and ensure that the information provided is true, reliable and complete. Clients acknowledge and agree that acceptance by the Application Centre of the Clients' Information provided does not mean that such Clients' Information as is provided is deemed sufficient. The Embassies and Consulates have the right to request a client to provide additional supporting documents or request the applicant to attend an interview.

3.4 Clients shall carefully check all the information on the Pickup Form and make sure that it is correct when receiving this document issued by the Application Centre. If any mistakes are found, clients must contact the Application Centre immediately, and the Application Centre will make necessary correction as soon as possible.

3.5 Clients must carefully check all the information on the visa/legalisation certificate issued to them and make sure that it is correct at the time when they collect their passports containing the visas or the legalisation documents. If any mistakes are found, they must contact the Application Centre immediately. The Application Centre will try its best to help them with modification or re-issuance of the visa/legalisation certificate. Clients acknowledge that modifying or re-issuing a visa/legalisation certificate may involve new fees if the information on the issued visa/legalisation certificate is found incorrect due to the reasons or causes assignable to them.

3.6 To ensure service safety and service quality, a network monitoring system and telephone recording system have been installed by the Application Centre. The actions of clients at the Application Centre as well as the telephone conversation between clients and the Application Centre may be recorded and preserved, and clients hereby acknowledge and agree to this arrangement.

3.7 Unless otherwise notified by the Application Centre, clients should collect their passports and visas before the expiry of the visa. The Application Centre accepts no obligation of taking care of any passport if clients fail to collect the documents before the expiry of the visa. After the expiry of the visa, or 365 days of the decision by the Embassies and Consulates to issue or refuse the visa application, the Application Centre has the right to deliver the relevant travel documents to the Embassies and Consulates, which will return them to the competent authority of the passport issuing country.

Article 4 About the Use and Protection of Personal Information

4.1 Clients hereby agree and confirm that their Personal Information can be collected, transmitted, stored, processed and used by the Application Centre in accordance with this article whether this information is transmitted to the Application Centre through the Internet or directly by the clients concerned or the representatives entrusted by the clients.

4.2 In order to process Clients' visa applications, the Application Centre must collect Clients' related Personal Information from the application documents submitted by them and enter the information into the computer system.

4.3 The Application Centre may collect Clients' Personal Information through telephone, email, fax, application documents (including passports and photos), technical equipment, online application system, online appointment system, video monitoring system and other media.

4.4 Personal Information will be submitted to the Chinese Embassy or Consulate-General through the Application Centre's proprietary channel and may be transferred to and stored in countries other than the client's country of residence, such as the People's Republic of China.

4.5 Personal Information, including video recording, telephone recording, electronic information, etc., may be collected for later use by the Application Centre when necessary (e.g., when it is requested by the competent department of the local government or for purpose of internal supervision on service).

4.6 Physical information provided by Clients will be transferred to and stored at the Chinese Embassies or Consulates. The Application Centre will save the collected clients' information in physical or electronic form and take reasonable administrative measures in order to prevent information leakage or unauthorized use and ensure the proper use of all the information.

4.7 The biometric information will be straight sent to the Chinese Embassies or Consulates after being collected. The Chinese Visa Application Service Centre won't keep those information.

4.8 The Application Centre will collect, transfer, store, process and use all the Clients' Information in accordance with local laws for the purpose of fulfilling the Application Centre's legal responsibility and obligation, including but not limited to applying for Chinese visas.

4.9 The Application Centre will take every reasonable precaution to ensure the safety of the Personal Information and documents of the applicants strictly in line with relevant laws of the resident country, but is not be liable for any consequences due to events or acts beyond its reasonable control such as natural disasters (Force Majeure), unforeseen accidents and larceny, etc, which may occur when the information and documents are in transit between the Application Centre and the Embassies or Consulates.

Article 5 About Liability

5.1 If a passport/legalisation document is lost or damaged from the custody of the Application Centre, the Application Centre will bear the reasonable cost incurred by visa/legalisation applicants for replacement of passports/legalisation document following the normal application procedures with their country's passport authority/notary public and FCDO. The cost will be reimbursed on presentation of the copy of the receipt issued by the passport authority/notary public and FCDO. However, this agreement does not mean that the Application Centre will be held liable in any way.

5.2 Clients must make their visa/legalisation applications at an appropriate time in accordance with their travel arrangement. Under no circumstances will the Application Centre be responsible or liable for any delay of travel arrangement as a result of a Client's inappropriate action in regard to the time of submitting the visa/legalisation application or the visa assessment result of the Embassies and Consulates.

5.3 If a client requests return delivery by post in regard to a processed application, the Application Centre will not be responsible or liable for any delay, delivery to a wrong address, or damage to or loss of the documents by any mail service or delivery service company or not by the Application Centre.

5.4 To the maximum extent permitted by law, the Application Centre expressly disclaims all conditions and warranties, express or implied, in connection with the visa/legalisation application services other than any conditions or warranties expressly stated in these terms. Where the law precludes such exclusion and implies certain terms, conditions and/or warranties into the terms ("Implied Terms"), the liability of the Application Centre for a breach of such Implied Terms shall be limited, at the option of the Application Centre, to any one or more of the following:

- (a) Re-supply of the relevant application services; or
- (b) Cost of the re-supply of the relevant application services; or
- (c) Any amount paid by the Client to the applicable government department or authority in respect of the relevant application services (upon being provided with proper receipt).

5.5 Clients acknowledge and agree that under no circumstances will the Application Centre be liable to them or anyone claiming through them for any indirect, incidental, special and/or consequential losses or damages of whatever nature, or for loss or profits, loss of opportunity, loss of business or good will or interruption of business, whether arising out of or in connection with their application and/or

any of the visa/legalisation application services, and whether or not relating to any act, error, omission or negligence by the Application Centre or any officer, agent, employee and representative of the Application Centre.

5.6 All terms hereof are governed by laws of the respective state or province where the Application Centre is located. Litigation relating to visa/legalisation services will be heard by a court in the resident state or province.

Article 6 Other Terms

6.1 The Application Centre, in its sole discretion, may change, amend, cancel or withdraw any or all of the terms and conditions mentioned herein at any time without any prior notice. If a client is dissatisfied with the changes being made, the client's sole and exclusive remedy is to refuse the services which the Application Centre provides.

6.2 The client hereby agrees to accept and confirm that the applicant and / or his / her representative, prior to submitting the visa application, has read, understood and agreed to be bound by, without limitation or qualification, all of the terms, conditions and details provided herein.

Print Name:

Signature:

Date: