#### Terms and conditions

## Terms of Service: Your Comprehensive Guide to Accessing and Utilizing Our Services

Thank you for your visit to our website. We take great pleasure in offering a diverse range of services, encompassing visa processing, digital photo processing, and associated solutions (collectively referred to as the "Services"). It is imperative to understand that our website operates independently and is not owned, operated, sponsored, endorsed, or affiliated with any government or governmental agency. By accessing and utilizing our website, as well as any relevant mobile applications (if applicable), you hereby consent to abide by the subsequent Terms of Service ("Terms"). Please be aware that these Terms may be periodically updated, and we retain the right to modify or revise specific sections at our sole discretion.

Moreover, certain services provided through our platform may be subject to supplementary terms and conditions, which can be found within the respective service descriptions and are subject to change. We strongly recommend that you carefully read these terms, including the sections <u>"Privacy Policy"</u>, <u>"Offer"</u> and <u>"Consent to the processing and cross-border transfer of personal data"</u>. By using our website (<a href="https://evisa-centrafrique.com">https://evisa-centrafrique.com</a>), you confirm your understanding, acknowledgement and acceptance of all the terms and conditions mentioned in these comprehensive <u>Terms of Service</u>.

### **User Registration: Ensuring Accurate Information for Service Access and Related Obligations**

To access specific features provided by our Service, it may be necessary for you to complete a registration process on our websites. By opting to register for the Service, you acknowledge and agree to furnish precise, current, complete, and comprehensive information about yourself as prompted by the registration form. Please note that the information you provide during the registration process, along with other personal data, will be subject to the principles and guidelines outlined in our Privacy Policy. We emphasize the significance of submitting accurate details to facilitate seamless Service access and utilization.

Furthermore, it is essential to highlight that individuals under the age of 18 are strictly prohibited from utilizing the Service, regardless of their decision to register.

# Member Account Security: Your Responsibility and Prompt Notification

Ensuring the confidentiality of your password and, where applicable, your account is a responsibility solely entrusted to you. You assume complete accountability for all activities conducted using your password or account. It is expressly agreed that any unauthorized use of your password or account, as well as any other detected security breaches, will be promptly reported to us. Additionally, it is imperative to adhere to the practice of properly logging out of your account at the conclusion of each session when

accessing the Service. Please be aware that failure to comply with these essential requirements absolves us from any liability arising from losses or damages incurred due to your non-compliance. We emphasize the significance of diligently safeguarding your account information and promptly notifying us of any potential breaches for the sake of maintaining the utmost security.

## Service Changes and Discontinuation: Our Discretion and Limited Liability

We retain the right, at our sole discretion, to modify or discontinue the Service (or any portion thereof), whether temporarily or permanently, with or without prior notice. By utilizing the Service, you acknowledge and consent to the fact that we shall not be held liable to you or any third party for any alterations, suspensions, or terminations of the Service.

It is important to understand that these decisions regarding changes or discontinuation are made at our discretion, and we strive to provide notice whenever feasible. However, in certain circumstances, such as emergencies or unforeseen events, we may be unable to provide advance notice. Therefore, you accept that any modifications, suspensions, or terminations of the Service are undertaken without any liability on our part.

We appreciate your understanding and cooperation in recognizing that such actions may be necessary to enhance or adapt our Service to better meet the evolving needs of our users and the overall operational requirements.

## Mobile Services: Usage, Charges, and Communications

The Service encompasses various services accessible through mobile devices, collectively referred to as "Mobile Services". If you opt to access the Service using a mobile device, it is essential to recognize that your wireless service carrier may impose customary charges, data rates, and additional fees. Furthermore, please be aware that specific Mobile Services may be subject to prohibitions or restrictions imposed by your carrier, and not all Mobile Services may be compatible with every carrier or device.

By utilizing the Mobile Services, you grant consent to receive communications from us and other affiliated entities via SMS, MMS, text messages, or other electronic means to your mobile device. Additionally, please note that certain information regarding your usage of the Mobile Services may be shared with us. In the event that you modify or deactivate your mobile telephone number, it is your responsibility to promptly update your account information with us to ensure that your messages are not inadvertently delivered to the individual who acquires your previous number.

We urge you to be mindful of the potential costs associated with using Mobile Services and to review the terms and conditions of your wireless service carrier. Understanding

these implications will help you make informed decisions when utilizing the Service via mobile devices.

### Regulatory Guidelines: Ensuring Compliance with Our Services

Visa regulations are subject to change without prior notice. We would like to emphasize that we cannot be held responsible for any modifications to visa regulations or any resulting delays or losses incurred as a result of such changes.

Furthermore, we shall not be held liable for any costs, damages, or expenses arising from any cause, regardless of its nature. This includes but is not limited to, liability for changes in travel plans, travel interruptions, travel limitations, and associated expenses and costs. Such damages, expenses, or costs may be incidental, direct, consequential, special, exemplary, or of any other type, including loss of profits or income. However, it is important to note that our liability shall not exceed the service fees paid by the customer for visa, photo, or passport processing, irrespective of the circumstances. This limitation applies regardless of whether we were aware of the possibility of such damages and regardless of our level of responsibility or contribution to the situation.

We kindly request you to carefully review and comply with the latest visa regulations and requirements, as they may be subject to frequent changes. While we strive to provide accurate and up-to-date information and services, it is essential for travelers to remain informed and take responsibility for their own compliance with visa regulations.

When concluding the <u>Offer</u>, we ask you to carefully read its terms. In particular, the sections on payment terms, the Customer's liability, the rights of the parties and the liability of the parties.

Please be advised that the ultimate responsibility for obtaining the necessary visas and complying with immigration requirements rests solely with the individual traveler.

### **Efficient Service Delivery: Ensuring Timely Execution**

Although we strive to meet delivery times diligently, we cannot guarantee specific delivery schedules.

We are not liable for delays or losses caused by events beyond our control, such as weather conditions, acts of God, war, acts of public enemies, civil commotions, strikes, or actions taken or omitted by public authorities (including government website delays or outages).

Please be aware that visa requirements for each country are established by the respective government and are subject to potential changes without prior notice. While we endeavor to provide comprehensive and current information, we cannot guarantee the accuracy or completeness of the details provided. Therefore, we cannot be held liable for any reliance placed on such information.

### Cancellation and Refund Support for Travel Documentation Services

At Digitalgate SARL, we understand that travel plans can change unexpectedly. Our cancellation and refund policy is designed to ensure fairness and transparency while complying with immigration regulations. Please review the guidelines below for a smooth process.

The fee is non-refundable.

This provision is absolute and applies even in cases including but not limited to:

- E-Visa is refused and/or application is rejected;
- You withdraw your application;
- If you are asked to provide additional documents which you fail to provide within the specified time limit, resulting in the rejection of the application;
- If the visa application is cancelled or rejected due to incorrect, incomplete or misleading information;
- Trip is cancelled for any reason, including force majeure.

Refunds are possible in special cases (for example, a payment system error that resulted in a repeated write-off of funds). Please contact <u>technical support</u> to determine the possibility of a refund in your case.

Acceptance of the Offer is made by paying 100% of the cost of the Fee. Therefore, if you have made an incomplete payment, we will expect you to pay the remaining amount within 30 days upon your written request. If you do not receive payment within the specified period, the Offer is not considered concluded and we will return your money. Please check the refund terms with our technical support, as they depend not only on us.

### Limitation of Liability, Data Security Measures, and Recommendations

Acknowledgment of Limitation of Liability

By engaging in the utilization of our services, you hereby acknowledge and consent to the fact that we shall not be held liable for any indirect, incidental, special, consequential, or exemplary damages, or damages resulting from the loss of profits, including but not limited to damages pertaining to the loss of goodwill, use, data, or other intangible losses. This limitation of liability remains in effect even if we have been advised of the possibility of such damages. The aforementioned damages may arise from various circumstances, including but not limited to:

- The utilization or inability to utilize the services;
- The expenses incurred in procuring alternative goods and services as a result of any goods, data, information, or services obtained, purchased, or messages received, or transactions entered into through or from the services;
- Unauthorized access to or alteration of your transmissions or data;
- · Statements or conduct of any third party on the services; or
- Any other matter relating to the services.

#### Data Protection Measures and Limitations in Security

At our organization, we place a high priority on safeguarding your data and employ state-of-the-art technologies to ensure its security. Our use of cutting-edge measures, such as SSL encryption and secure email servers, demonstrates our commitment to protecting your information. These technologies are designed to mitigate risks and provide a secure environment for data transmission and storage.

Nevertheless, it is important to understand that no security measure can offer absolute protection against all potential threats. Despite our diligent efforts to secure your data, we cannot guarantee a 100% defense against viruses, malware, or unauthorized access by third parties. We acknowledge the dynamic nature of cybersecurity risks and the ever-evolving tactics employed by malicious actors.

In the unlikely event of a data breach that compromises your information, we want to emphasize that we will act swiftly and responsibly to address the situation. However, it is essential to note that we cannot accept liability for any resulting damages or losses incurred. The occurrence of a data breach is beyond our control, and we cannot be held responsible for the actions or capabilities of external parties.

We encourage you to take an active role in safeguarding your own data as well. In addition to our security measures, we recommend implementing best practices for online safety. This includes regularly updating your software and devices, using strong and unique passwords, being cautious when sharing personal information online, and remaining vigilant against potential threats.

We are committed to continuously enhancing our data security protocols and staying informed about emerging threats in order to provide the highest level of protection possible. Your trust and confidence in our services are of utmost importance to us, and we remain dedicated to maintaining the integrity and confidentiality of your data.

Enhancing Data Security: Proactive Measures and Cyber Insurance

We highly recommend taking proactive steps to protect your data. This includes using strong passwords, being cautious when sharing personal information online, and staying informed about online safety best practices. Considering the potential risks involved, it may be prudent to consider obtaining cyber insurance as an extra layer of protection against data breaches or cyber-attacks. By implementing these measures, you can enhance the security of your information and mitigate the potential impact of any security incidents.

## **Customizable Privacy Settings: Empowering Control Over Data Collection**

In our continuous effort to enhance the quality of our services, we may collect information regarding your usage patterns through the use of Internet server logs, cookies, and/or tracking pixels. We would like to highlight that you have the option to personalize your settings to receive notifications whenever a cookie is set or updated or to block cookies entirely. This empowers you with the ability to exercise control over the

gathering of such information. By customizing your settings, you can ensure that your privacy preferences are respected, and you can make informed decisions regarding the data that is collected during your interactions with our services. We are committed to safeguarding your privacy and providing transparency in our data collection practices.

# Usage of Third-Party Web Analytics and Integration for Enhanced User Experience

We utilize third-party web analytics services like Google Analytics to gather relevant information and may acquire data from social media platforms and other websites. Integrating our services with platforms such as Facebook or Google allows for a seamless user experience across multiple platforms. We prioritize data privacy and offer options to manage your data, including cookie settings. Please refer to our privacy policy for more details on how we handle and protect your data in accordance with industry standards and legal requirements.

## Data Retention and Consent Withdrawal: Safeguarding Your Information

To ensure the provision of our Services, we will retain your information for a reasonable duration unless you choose to modify or delete it. Your personal data will be stored for as long as necessary to fulfill its intended purposes and will then be securely blocked within our systems. We retain this blocked data for the following reasons: addressing legitimate interests related to claims, fulfilling legal obligations, and conducting investigations into fraudulent activities.

Additionally, data collected through cookies will be retained as long as your consent remains valid. Once the designated retention period expires, your personal data will be securely deleted from our systems.

If you have granted consent for the processing of your personal data for specific purposes, you have the right to withdraw your consent at any time. Upon receiving your withdrawal request, we will delete your personal data within the time period specified in the <u>Consent</u>. We are committed to upholding your privacy rights and ensuring the proper handling of your information.

### **Information Collection Disclosure**

There are certain situations in which we may need to disclose the information we have collected. We want to provide transparency about these circumstances:

1. Business Transactions: As our business evolves, there may be instances where we engage in activities such as buying or selling businesses or assets. In such cases, the information we have collected may be shared as part of a corporate sale, merger, reorganization, dissolution, or similar event. This may also involve sharing information during negotiations or due diligence processes leading up to

- such an event. Additionally, we may share your information with our affiliates and related companies for purposes consistent with this Privacy Policy.
- 2. Engagement of Third-Party Services: Like many other businesses, we may engage third-party services to perform specific functions on our behalf. These functions may include tasks such as mailing information, utilizing visa agents for embassy visits, managing databases, and processing payments. We ensure that any third-party engagement complies with applicable privacy and data protection regulations, and we implement appropriate safeguards to protect your information.

Please be assured that we take the necessary steps to uphold the privacy and security of your information when disclosing it in these situations. Any disclosure of your information to third parties will be done based on your consent, as applicable. We value your privacy and strive to handle your information responsibly in all circumstances.

### **Legal Obligations and Information Disclosure**

As a responsible entity, we recognize the significance of adhering to legal obligations. In certain circumstances, we may need to disclose information about you if it is deemed necessary or if we have a genuine belief that such action is required. This includes situations where we are obligated to:

Comply with a legal obligation imposed upon us.

We are committed to upholding legal requirements and will act in full accordance with applicable laws to ensure the necessary disclosure of information when mandated. Our commitment to maintaining your privacy remains steadfast, and any disclosure will be made in strict compliance with legal obligations.

### **Legal Disclaimer**

Please be aware that this website operates as an independent entity and is not affiliated with any government, including but not limited to the governments of the European Union, the EU Council, the United States, or any other government agency or embassies worldwide. It serves as a private publishing platform that offers general information about various visas.

The information provided on this website is intended for general informational purposes only. While we strive to provide accurate and up-to-date information, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the website. UNDER NO CIRCUMSTANCE SHALL WE BE HELD LIABLE TO YOU FOR ANY LOSS OR DAMAGE, OF ANY KIND, INCURRED AS A RESULT OF USING THE WEBSITE OR RELYING ON ANY INFORMATION PROVIDED ON THE WEBSITE. YOUR USE OF THE WEBSITE AND YOUR RELIANCE ON ANY INFORMATION ON THE WEBSITE IS SOLELY AT YOUR OWN RISK.

We strongly advise users to exercise caution and conduct independent research or seek professional advice regarding specific visa requirements and procedures. The information provided on the website should not be considered a substitute for personalized guidance from qualified professionals.

Our aim is to provide useful information, but it is important to note that visa regulations and procedures can vary and are subject to change. Therefore, users are encouraged to verify the accuracy of the information and consult official sources or relevant authorities for the most current and reliable visa-related details.

### **Third-Party Links and Advertisements Disclaimer**

The Site may feature links to external websites, content provided by third parties, and banners or advertisements containing links to other websites and features. It is important to note that **WE DO NOT CONDUCT INVESTIGATIONS, MONITORING, OR VERIFICATION OF THE ACCURACY, ADEQUACY, VALIDITY, RELIABILITY, AVAILABILITY, OR COMPLETENESS OF SUCH EXTERNAL LINKS.** Consequently, we cannot provide any warranty, endorsement, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the Site or any website or feature linked in any banner or other advertising. Additionally, we will not be held liable for monitoring any transaction between you and third-party providers of products or services.

Please exercise caution and employ your own judgment when accessing and interacting with external links or advertisements on the Site. We strongly recommend reviewing the terms and privacy policies of these third-party websites before engaging in any transactions or providing personal information. Any reliance on information obtained from these external sources is done at your own risk.

### **Professional Disclaimer**

The Site serves as an informational and educational platform and does not provide legal advice. The information presented on the Site is intended for general informational purposes only and should not be construed as legal advice. It is crucial to understand that relying on the information provided on the Site without seeking professional advice may lead to adverse consequences. WE HIGHLY RECOMMEND CONSULTING WITH QUALIFIED LEGAL PROFESSIONALS OR APPROPRIATE EXPERTS BEFORE MAKING ANY DECISIONS OR TAKING ACTION BASED ON THE INFORMATION PRESENTED ON THE SITE.

Please note that we do not offer legal advice in any capacity. The use or reliance on any information contained on this Site is entirely at your own risk. It is important to exercise caution and understand that the information provided on the Site does not constitute a substitute for personalized legal advice tailored to your specific circumstances.

| Contacts & Complaints                             |                  |
|---|------------------|
| If you believe we have not respected your rights, | you may contact: |
| Technical support<br>Data Protection Officer –    |                  |
| <b>DIGITALGATE SARL</b><br>Bangui, RCA            |                  |

