

## TERMS AND CONDITIONS OF SERVICE

BY USING THIS SITE, BY SENDING OR DELIVERING YOUR PASSPORT(S), APPLICATION(S), OTHER DOCUMENT(S) TO **Embassy Document Services LLC**, also known as **EDS**, YOU ACKNOWLEDGE READING AND ACCEPTING THESE TERMS AND CONDITIONS AND AGREE NOT TO VIOLATE OUR POLICIES.

By using this site, you convey your agreement with these Terms & Conditions and the Privacy Statement. If you do not agree with the terms stated in this agreement or are dissatisfied with the site please contact us using the contact information given on the "contact page". EDS may modify these Terms & Conditions from time to time. Please continue to review this agreement whenever accessing or using this site.

**Service Description:** Requirements and fees related to the processing of passports and visas are subject to change without notice. EDS does its best to correctly describe all services, fees, and requirements that appear on the website. Consulates often change requirements and fees without prior warning and changes can take effect immediately. Consular and U.S. Passport Agency officials may request additional documentation at their discretion. They may also decline issuance of travel documents, visa, or passport without disclosing the reason for denial. Processing time for visas and passports quoted by EDS are approximations based on normal circumstances, and are deemed reliable in most cases but are not guaranteed. EDS will not be held responsible for any delays, cancellations, financial and other losses due to denial or delay in processing. EDS reserves the right to decline processing of documents for any reason, including but not limited to incomplete documentation, insufficient processing time, or unusual circumstances. You will not hold EDS responsible for any and all inaccuracies or mistakes in service descriptions, prices, processing times, processing dates, and other information provided on the EDS website.

**Travel Documents:** The issuance of a visa or passport is entirely at the discretion of the issuing authority. Each country's immigration officials make the final entry decision even when valid visas are held. EDS makes no guarantees that any issuing authority will issue any document in a timely manner and EDS service fees only are for taking reasonable actions to foster such issuance. Non-refundable tickets or reservations should not be purchased until all necessary visas and passports for your travel are secured. You are advised to check directly with the consulate or embassy of each applicable country regarding all necessary visa requirements. Under all circumstances, you (and not EDS) are responsible for making sure that you have complied with all necessary visa requirements.

**Fees and Payments:** You agree that your credit card(s) will be billed immediately after verification takes place. You agree to pay all fees and charges for any products or services offered for sale by EDS or by any other vendor or service provider through embdocserv.com. You shall pay all applicable taxes and shipping charges relating to the purchase of any other products or services. Requirements and fees related to the processing of passports and visas are subject to change, including, but not limited to, embassy consular fees, application forms and documentation required for visa issuance.

**Refund Policy:** If for any reason you wish to cancel a service before your passport and other supporting documents are received by EDS you can do so without any penalties or charges by calling us. You will receive a full refund of any fees paid for a particular service and for return shipping (if prepaid). However, if you decide to cancel after your passport and supporting documents are received by EDS no refund will be given and the service will be completed. No service fees, embassy fees, courier fees, shipping charges or any portion thereof will be refunded after the documents have been received and the application process has begun.

**Shipping:** EDS uses FedEx for all its shipping needs unless instructed otherwise. On rare occasions documents get damaged or lost during shipping. EDS is not responsible for any damage or loss that occurs while the product is in client's possession or in transit. EDS strongly encourages its clients to use shipping services that provide real time tracking of packages in transit. EDS is not responsible for any failures or mistakes by shipping companies to deliver, deliver on time, track, locate, and keep safe, any and all packages. EDS cannot and does not warrant any claims or guarantees made by shipping companies as to the quality of service, timely delivery, availability of service, and other claims.

**Communications:** By using this site and our services you give EDS your express permission to contact you via email, messaging, or other electronic or non-electronic forms of communication for the purpose of completing the transaction(s) that you have requested.

**Privacy:** Please refer to our Privacy Statement, by which you also agree to be bound when using this site. The Privacy Statement is a part of this agreement.

**Links:** This web site may contain links to third-party Web sites. These links are provided exclusively for information purposes and to assist in locating other Internet resources. EDS is not responsible for the content, accuracy of information, expressed opinions or statements, of any third-party sites linked to us or any links contained in a linked site.

**Disclaimer:** All the information on this web site is provided "as is" and without warranties, expressed or implied, as to the accuracy or completeness of the information, fitness for a particular use or purpose, including warranties of merchantability, title, non-infringement or otherwise. Accordingly, EDS, its officers and employees, partners, affiliates, subsidiaries, successors and assigns, and its third-party agents shall not, directly or indirectly, be liable, in any way, to you or any other person for any inaccuracies or errors in or omissions from the services including, but not limited to delays, errors or interruptions in the transmission or delivery of services, products, or loss, or damage arising for any reason from nonperformance. EDS does not make any warranties or representations of any kind with respect to information,

requirements, restrictions, quality, content, theme, style, and expressions provided directly or through any third party to this web site.

**Our Liability:** At all times and under all circumstances, EDS's total liability to you for any and all claims, causes of action, liabilities and damages of any kind shall not, in any circumstance or for any reason, exceed the lesser of the fees actually paid by you to EDS or \$500. In no event shall EDS be liable to you for any indirect, special, consequential or incidental losses or damages, including, without limitation, lost profits, or for punitive damages, and that your sole and exclusive remedy against EDS for damages in connection with the failure to obtain a requested visa or visas in a timely manner shall be the return of the EDS service fees actually paid by you or \$500, whichever is less.

**Entire Agreement:** This agreement along with the Privacy Statement constitute the entire agreement between you and EDS and supersedes any and all prior agreements, statements or representations regarding EDS. Failure to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision. No waiver, amendment, or other modification made by you shall be valid or binding unless in writing and signed by both parties. This agreement is governed by the laws of the Commonwealth of Virginia, USA.