

## **TERMS AND CONDITIONS OF SERVICE- VISA APPLICATIONS**

### **ROLE OF THE VISA STUDIO/SKM GLOBAL TRAVEL:**

- a. The Visa Studio/SKM Global Travel functions as an intermediary for Tourist/Business visa processing, responsible for presenting the visa application on behalf of the applicant but not for determining the approval or denial of the User's visa in any way. The sole responsibility of granting the visa rests with the concerned Embassy. The Visa Studio/SKM Global Travel is not involved in the decision-making process, nor does it bear any responsibility for any delays or the approval or rejection of any applicant's visa application by the Embassy. The Embassy retains the right to ask for additional documentation and deny the visa application. The approval or rejection of the visa application is influenced by various factors such as the User's provided information, current or previous nationality, visa application location, place of residence, gender, age, profession, recent travel history, and religion.
- b. It should be noted that the services provided by The Visa Studio/SKM Global Travel cannot be interpreted or perceived as Visa advisory or consultancy services, as it functions only according to the User's instructions. The Visa Studio/SKM Global Travel is not accountable for any visa application outcomes arising from the submission of incorrect information or errors made by the applicant. The User acknowledges that it is their sole responsibility to comprehend the Visa requirements necessary for their intended travel to the destination country/countries.
- c. The Visa Studio/SKM Global Travel shall not be held responsible for any consequences arising from the submission of counterfeit/fraudulent/forged/fabricated documents by the User, as it is explicitly stated that the service provider does not endorse or recommend the provision of such documents. If You decide to overstay without legitimate approvals at a particular destination, in such circumstances, you shall be liable to bear the penalty charges, disciplinary action, legal proceedings etc. by the Government or other such concerned authorities. The Visa Studio/SKM Global Travel will not bear any responsibility.
- d. The Visa Studio/SKM Global Travel retains the authority to revoke a user's registration and erase their personal information under certain conditions. Such circumstances may arise if the registrant fails to meet eligibility criteria and is, therefore, deemed unsuitable to complete the online or offline application process, provides misleading or deceptive personal information, or engages in any illegal activities. Additionally, if the registrant ignores, modifies, removes, or omits any portion or section of the mandatory registration procedure, their registration and personal information may be subject to cancellation and deletion.
- e. The Visa Studio/SKM Global Travel serves solely to inform the User of the prerequisites necessary to apply for a particular visa, gather the documentation submitted by the User, and present such documentation to the relevant embassy or high commission. These visa application requirements, which include but are not limited to documentation, fees, and time frames, are provided by The Visa Studio/SKM Global Travel based on the information supplied by the relevant embassy or high commission. The Visa Studio/SKM Global Travel does not provide guidance on the validity, comprehensiveness, or appropriateness of the provided documentation.
- f. The Visa Studio/SKM Global Travel assumes no responsibility in the event that the applicant's visa application is rejected or delayed due to circumstances beyond its reasonable control. If the Government of the country to which the visa is applied declines the applicant's visa application, the applicant agrees that neither the Embassy nor The Visa Studio/SKM Global Travel are required to offer an explanation. If the applicant's visa application is denied by the

Government of the country to which the visa is applied, he/she accepts that neither the government (through its embassy), nor The Visa Studio/SKM Global Travel is required to provide a reason. The Visa Studio/SKM Global Travel may provide information on the typical processing time for a visa application by the relevant embassy or high commission. However, it is the User's responsibility to contact The Visa Studio/SKM Global Travel in a timely manner to submit a visa application to guarantee the receipt of the visa before the departure date. The Visa Studio/SKM Global Travel will always lodge a visa application in the applicants' best interest. We are a private company and we do not have authority to grant a visa of any kind. We cannot guarantee a positive result on a visa application or any assessment or review in arriving at the final result, which is part of the visa process. The final decision on all applications rests with the relevant organization responsible for issuing that result.

- g. Each country has varying passport and visa requisites. While The Visa Studio/SKM Global Travel may provide information about such requirements and will make best efforts to ensure that its User(s) are updated, there may be instances where the requisite information is not made available to The Visa Studio/SKM Global Travel, as a result of which The Visa Studio/SKM Global Travel may not be able to provide the same to its customers. In such cases, The Visa Studio/SKM Global Travel will not be held responsible for any inaccuracy in such information. The Visa Studio/SKM Global Travel will not be held responsible for any costs incurred due to a delay in the visa process due to circumstances outside of our control.
- h. At its sole discretion, the relevant consulate, embassy, or high commission may request a face-to-face interview with the User. The Visa Studio/SKM Global Travel has no involvement in this process. The Visa Studio/SKM Global Travel will, however, notify the User of the date, time, and any other conditions communicated by the concerned Embassy or High Commission for the interview.
- i. The Visa Studio/SKM Global Travel may engage third-party vendors for visa application procedures in various countries. Such third-party vendors will be responsible for submitting customers' visa applications for the respective countries they have been engaged for. When submitting visa applications that necessitate the submission of passports, The Visa Studio/SKM Global Travel will take all necessary precautions to ensure that the passport is delivered securely to the User. However, The Visa Studio/SKM Global Travel cannot be held liable if the passport is lost during transit or if the logistics service provider misplaces it.
- j. The Visa Studio/SKM Global Travel cannot be held liable for any delays or refusals of visa issuance by any consulate, embassy, or authorities for any reason whatsoever. The Visa Studio/SKM Global Travel also cannot be held responsible for any incidental costs or expenses incurred by the User in connection with such delays or refusals. It bears no responsibility for costs incurred by an applicant or any secondary applicants while waiting for a visa to be finalised by the immigration authorities. These costs may include but are not limited to cost of flights, rent of accommodation, loss of earnings or any other costs. The visa studio/SKM Global Travel is not liable for any costs arising from any action or inaction of any immigration authority, embassy or government body associated with the visa process or indeed for the non-provision of service from any third party associated with the visa process or visa delivery that may result in a visa application or any part in the visa application process being delayed or refused as a result. Furthermore, even if a visa is issued, the User may be denied entry in certain situations, as the final decision on entry rests with the local immigration authorities. Visa Fees, Document Checklist, and application processing time are subject to change without any prior notice.

- k. If an immigration authority has set a deadline for the submission of documents to a visa application, it is solely up to The Visa Studio/SKM Global Travel to decide whether to address the matter, and The Visa Studio/SKM Global Travel shall not be held responsible for any resulting delay. The immigration authority/officer has the sole decision on the term of a visa that they grant. This term may be less than the term expected or requested by the client. Similarly, the immigration authority / officer has the sole decision on the activation date that they place on a granted visa. This date may be prior to the date expected or requested by the client. The Visa Studio/SKM Global Travel is not responsible for the term of any visa issued or the activation date placed on a visa by an immigration authority even. The Visa Studio/SKM Global Travel has no authority or control to change this term/date.

### **RESPONSIBILITIES OF THE USERS**

- a. In order to facilitate the visa application process, by engaging The Visa Studio/SKM Global Travel, the User gives authorization to The Visa Studio/SKM Global Travel to file the necessary visa application with the concerned embassy and pay the visa fees and any other charges on their behalf.
- b. The User agrees to provide all necessary documents for the visa application process to The Visa Studio/SKM Global Travel without delay. The User also confirms that the documents submitted are authentic and that the information provided to The Visa Studio/SKM Global Travel is accurate and truthful. The Visa Studio/SKM Global Travel will not be held responsible for verifying the authenticity of the documents or information provided by the User. We will use and rely on information provided by the client in the provision of services to that client. We will not independently verify or assume responsibility for the accuracy or completeness of such information.
- c. The User must furnish accurate and complete information to The Visa Studio/SKM Global Travel to enable the latter to apply for the visa on their behalf. This information may include the User's name, contact details, holiday destination, and any other information deemed necessary by The Visa Studio/SKM Global Travel to process the visa application. It is the Users responsibility to provide The Visa Studio/SKM Global Travel with all required information and documentation concerning an application. This may include but is not limited to documentation from third parties such as partners, family, employers, sponsors, assessment bodies, educational bodies, etc. If the required documentation does not meet with the requirements of The Visa Studio/SKM Global Travel, The Visa Studio/SKM Global Travel retains the right not to lodge that visa application until it has received all of the required information in order to do so.
- d. Upon returning the passport and documents to the User, it is the sole responsibility of the User to verify that all necessary visas have been obtained and that the information provided therein is accurate and consistent with their travel itinerary. The User must also verify their personal information as indicated on the issued visa. The Visa Studio/SKM Global Travel shall not be held liable for any discrepancies or errors in the visa obtained by the User. You represent and warrant that the information You supply to us is true, correct, and complete.

- e. If the User's visa application is rejected, and they want to reapply or appeal the decision, The Visa Studio/SKM Global Travel will only proceed based on the User's specific instructions. The User will be responsible for paying the necessary fees for the reapplication or appeal process, as well as the service fees charged by The Visa Studio/SKM Global Travel. The Visa Studio/SKM Global Travel will not initiate any reapplication of a visa application unless specifically requested by the User. Any reapplication or appeal shall be considered a fresh transaction.
- f. There may be instances where the third-party vendor engaged by The Visa Studio/SKM Global Travel might refuse to submit the User's visa application after evaluating the documents submitted by the User. This is likely to happen only if the vendor believes that the User's application is at a substantial risk of being rejected. In such cases, if the vendor requests for additional documents, the User will be informed accordingly and the application will be submitted only after the submission of such additional documents and their verification.
- g. The Visa Studio/SKM Global Travel shall not be held responsible for any problems arising from visa requirements, which may include the User's inability to travel or use the booking. The Visa Studio/SKM Global Travel shall not be obligated to reimburse any amount to the User for any reason, such as the User's failure to obtain a visa or being denied a visa, regardless of whether the User used The Visa Studio/SKM Global Travel's services for visa processing. Any refunds shall be in accordance with the terms of the applicable booking and cancellation policy. The Company will not be held responsible for any delay or failure to adhere to the obligations if such delay or failure arises or is in connection to a Force Majeure event. Force Majeure Event' means any event or circumstance or combination of events and circumstances which is reasonably beyond the control of the Company and which causes or results in default or delay in performance of any of its obligations under this agreement and includes an act of God, war, hostilities, civil commotion, strikes, lockouts and other industrial disputes or governmental regulations/notifications, pandemic or any other reason.
- h. The User shall bear full responsibility for the payment of any penalty charges arising from overstaying in the country or any other penalties imposed for offenses committed within the country, in strict accordance with the instructions and regulations stipulated by the relevant authorities of the said country. It is explicitly declared that the service provider (The Visa Studio/SKM Global Travel) shall not assume any liability whatsoever with respect to such penalties or offenses.

## **PAYMENT & OTHER CHARGES**

- a. The Visa Studio/SKM Global Travel shall levy a service fee on the User for submitting the visa application to the relevant embassy. This service fee is separate from the visa fees, embassy charges, Insurance fee and any other fees imposed by the embassy. The User shall pay this service fee to The Visa Studio/SKM Global Travel at the time of engaging The Visa Studio/SKM Global Travel for visa-related services. The Visa Studio/SKM Global Travel shall not be liable to refund the service fees for any reason whatsoever, including if the User chooses not to submit the visa application or if the visa application is rejected. We have a strict NO REFUND policy. The Visa Studio/SKM Global Travel will not refund the Visa fees or the Visa Studio Service fees for any reason whatsoever. If your visa is rejected by the embassy/consulate or the concerned authorities, The Visa Studio/SKM Global Travel will not be liable to offer you a refund on the fees.
- b. Apart from the service fees mentioned above, any expenses incurred by The Visa Studio/SKM Global Travel for logistical services, such as document pickup, passport collection, courier charges, etc., or any other additional costs beyond the regular scope of The Visa Studio/SKM Global Travel 's services shall be separately payable by the User to The Visa Studio/SKM Global Travel.
- c. The visa fee is subject to potential fluctuations due to variations in the exchange rate when making payments in currencies other than the Indian Rupee (INR).
- d. The Visa Studio/SKM Global Travel is not accountable for any modifications made by embassies or government authorities to embassy fees, taxes, and other charges that are not within The Visa Studio/SKM Global Travel 's control and for which there is no prior notification. Furthermore, such fees, taxes, and other charges are not refundable after the visa application has been submitted to the embassy concerned. This policy is in accordance with the guidelines of the respective embassy, and The Visa Studio/SKM Global Travel has no control over it.
- e. The refund of visa fee is subject to the sole discretion of the embassy responsible for visa processing. Each embassy may have different refund policies, procedures and processing periods. The applicant understands and agrees that the refund of visa fee is contingent upon the embassy's assessment of the visa application, compliance with their refund policies, and any other relevant factors determined by the embassy. Therefore, The Visa Studio/SKM Global Travel does not guarantee the refund of any visa fee.
- f. Upon receipt of the refunded fees by The Visa Studio/SKM Global Travel from the embassy, it is hereby stipulated that The Visa Studio/SKM Global Travel shall require a minimum period of 15 to 20 working days for verification and processing of the refund. The Visa Studio/SKM Global Travel shall not be held liable for any delays, denials, or discrepancies in the refund process, as it is solely dependent on the embassy's decision
- g. The Visa Studio/SKM Global Travel shall not be responsible for any costs, damages, losses, or liabilities arising from the denial or delay in refund of the visa fee, regardless of the reasons for such denial or delay.

- h. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matters.