

DEFINITIONS

1. **Terms and Conditions** – a document specifying the principles of operation and use of the e-visa-express.com online service, as well as the rules for the provision of services by e-visa-express.com.
2. **e-visa-express.com** – INTERNATIONAL VISA SERVICE Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice- Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079
3. **Platform** – the official website e-visa-express.com, serving as a tool for the provision of services by e-visa-express.com.
4. **Client** – an adult individual who enters into an agreement for visa services via the form available on the Platform.
5. **Consumer** – a user engaging in transactions with e-visa-express.com in a scope not directly related to their business or professional activities.
6. **Visa** – an official document authorizing the holder to cross a border or stay in another country, issued by the competent consular authorities of the given state.
7. **Special Visas** – visa services offered by e-visa-express.com Sp. z o.o., processed on an expedited basis and available to Platform Clients for a specified fee.
8. **Services** – a package of activities including consultancy and mediation in obtaining visas, provided by e-visa-express.com for its Clients.
9. **Agreement** – an agreement specifying the obligations between e-visa-express.com and the Client regarding the provision of visa services, concluded through the Platform.

10. **Personal Data** – information concerning an identified or identifiable natural person (“data subject”); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, online identifier, or one or more specific factors determining the physical, physiological, genetic, psychological, economic, cultural, or social identity of a natural person; for the purposes of these Terms and Conditions, the term personal data also includes data carriers such as documents and photographs.
11. **Sensitive Personal Data** – data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data allowing the unique identification of a person, or data concerning health, sexuality, or sexual orientation.
12. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
13. **Partners** – entities with which e-visa-express.com cooperates within the framework of a joint offer of products and services, as well as for the promotion of their activities and marketing efforts. e-visa-express.com does not share its Clients' personal data with these partners.

GENERAL PROVISIONS

1. These **Terms and Conditions** define the terms of concluding and executing agreements for the provision of **visa services** and additional services provided by **e-visa-express.com**. The **Terms and Conditions** also specify, in other

respects, the principles for **personal data** processing, the rights and obligations of the parties, and the procedures for submitting complaints.

2. INTERNATIONAL VISA SERVICE Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079 is the sole owner of the **Platform** and is responsible for its operation and the content published on it.
3. By using the **Platform**, **Clients** may enter into agreements for visa services and additional services provided by **e-visa-express.com**.
4. **Clients** and visitors to the **Platform** may submit feedback and inquiries regarding its operation in the following ways:
 - by sending correspondence to the address: INTERNATIONAL VISA SERVICE Limited Liability Company Limited Partnership Katowice, ul. Graniczna 29
 - by sending an email to: support@e-visa-express.com,
 - by contacting via telephone at:
 - Polish language +48 32 431 00 23
 - German language +49 30 209 930 611
 - English language +44 20 8089 4595
 - French language +33 187 650 033
5. **e-visa-express.com** undertakes to review complaints within **14 days** of their receipt and to provide a response to the **Client** or the complainant at the address provided. In justified cases, **e-visa-express.com** may request additional information from the complainant, which may result in an extension of the complaint review period.
6. All elements of the **Platform**, including textual content, graphics, multimedia materials, and the software source code, are the property of **e-visa-express.com** and are legally protected. Any copying, reproduction, or use

of the **Platform** elements in a manner inconsistent with their intended purpose without prior consent from **e-visa-express.com** is prohibited.

7. **Clients** and visitors to the **Platform** are prohibited from using tools or software that could disrupt the **Platform's** operation or compromise the security of **e-visa-express.com**, **Clients**, or other users. In particular, the use of viruses, spyware, malware, or any other tools that may cause system damage or interfere with data is strictly prohibited.

CONCLUSION OF THE AGREEMENT WITH e-visa-express.com

1. By using the **Platform**, the **Client** enters into an agreement for the provision of **visa services** with **e-visa-express.com**. Under this agreement, e-visa-express.com undertakes to represent the **Client** before the competent authority to obtain a **Visa**, while the **Client** agrees to pay the agreed fee.
2. The agreement is concluded upon completion of the registration form and payment of the required fee, which includes both the **consular fee** and **e-visa-express.com's commission**. The payment is considered completed once the funds are credited to **e-visa-express.com's** account. Available payment methods include **bank transfer, card payment, and electronic payment systems**.
3. The **Client** is obligated to provide complete, accurate, and up-to-date information in the registration form. **e-visa-express.com** reserves the right to contact the **Client** for verification. If required by **the visa authority**, **e-visa-express.com** may request additional information, documents, or data completion.

4. Upon payment, the **Client** receives confirmation of the agreement and its terms via email.
5. By entering into the agreement, the **Client** confirms the accuracy of the provided information and acknowledges that incorrect or outdated data may result in **visa application rejection**. The **Client** also confirms familiarity with and acceptance of the **Terms and Conditions**, the **information clause** specified in **§ 7**, and the voluntary nature of the agreement.
6. The **Client's** acceptance of the **Terms and Conditions** signifies a full understanding of the rules governing the use of the **Platform**.
7. Upon concluding the agreement, the **Client** automatically grants **e-visa-express.com** power of attorney to represent them in the **visa** process, including **submitting the application, paying official fees, and collecting the issued document**.
8. In the event of the **Client's** withdrawal from the agreement, the power of attorney is immediately revoked.
9. The **Client's Personal Data**, necessary for service execution, is submitted to the **competent visa authority** along with the **visa application**.
10. Upon receipt of the **visa decision**, **e-visa-express.com** promptly sends the **Visa** to the **Client's email address** provided in the registration form, along with instructions for its use.
11. If, due to legal reasons—such as **international regulations or laws of the destination country**—the submission of the **visa application is impossible**, **e-visa-express.com** deducts a **€15 fee** for data analysis and preparation, refunding the remaining amount to the account from which the payment was made. If a refund to the same account is not possible, the **Client** must provide an alternative account number.
12. The **Client** may opt for **expedited visa service** by selecting one of the available processing options:
 - **Rush Processing** – completion within **48 hours**, up to **2 business days**;

- **Super Rush Processing** – completion within **24 hours**, up to **1 business day**;
- **Emergency Processing** – completion within **6 hours**, if the application is submitted on a **business day**. These deadlines apply to **business days** only.

13. The **Special Visa** service requires an **additional fee**, as indicated on the **Platform**. In case of **visa issuance delays** due to reasons beyond **e-visa-express.com's** control, the full amount is refunded to the **Client**.
14. Ordering the **Special Visa** service is done at the **explicit request** of the **Client**. By entering into the agreement, the **Client** consents to the **immediate commencement** of service provision before the expiration of the statutory withdrawal period for distance contracts and acknowledges the **loss of the right to withdraw** after full service completion by **e-visa-express.com**. Due to the nature of the service, its execution begins **immediately**, before the standard **14-day withdrawal period** expires.
15. Using the **Platform** and accessing the provided **services** and **digital content** require:
- A device with **internet access**,
 - An **up-to-date web browser**,
 - An **active email address**.
16. To properly view documents, the **Client** should have software capable of opening **PDF files**.
17. The **Client**, after concluding the agreement, may create a **Client Account** on the **Platform**, allowing service management and access to order history. Upon first login, the **Client** sets a **username** and **password**. The **Client** may request the **deletion of their account** at any time.

RIGHTS AND OBLIGATIONS OF THE PARTIES

1. **e-visa-express.com** oversees the proper functioning of the **Platform**, ensuring its continuous availability and the accuracy of content across all its subpages.
2. **e-visa-express.com** is not liable for:
 - consequences of the **Client** providing incorrect, outdated, or incomplete information in the registration form or failing to update such data,
 - damages resulting from the **Client's** violation of third-party rights while using the **Platform**,
 - interruptions, disruptions, or unavailability of the **Platform** caused by force majeure,
 - damages arising from the **Client's** failure to comply with the provisions of the **Terms and Conditions**,
 - incompatibility of the **Client's** device with the technical requirements of the **Platform**, provided that prior notice was given,
 - consequences resulting from the decisions of the **visa authority**, over which **e-visa-express.com** has no control.
3. **e-visa-express.com** informs that the execution time of the agreement, including the delivery of the **Visa** to the **Client**, depends on the decision of the competent authority. **e-visa-express.com** is not responsible for any delays arising from administrative procedures unless such delays result from its actions.
4. **e-visa-express.com's** liability for any damages is governed by the provisions of the **Civil Code** and the **Act on the Provision of Electronic Services of July 18, 2002**.
5. **Digital content** and **digital services** are made available to the **Client** immediately after concluding the agreement, unless otherwise agreed. **Digital**

content is considered delivered when the **Client** or their **physical or virtual device** gains access to its content. **Digital service** is considered delivered when the **Client** gains access to it.

6. The **Client** has the right to withdraw from the agreement without receiving the **digital content or digital service** if:
 - based on their statement or circumstances, it is evident that **e-visa-express.com** will not deliver the **digital content or digital service**,
 - the parties agreed, or the circumstances of the agreement indicate, that the delivery deadline was crucial for the **Client**, and **e-visa-express.com** did not meet this deadline.
7. **e-visa-express.com** is liable for the lack of conformity of **digital content or digital services** with the agreement if such non-conformity existed at the time of delivery and was discovered within **two years** of that moment. If the non-conformity is revealed within **one year** of delivery, it is presumed to have existed at the time of delivery. This presumption does not apply if:
 - the **Client's digital environment** does not meet the technical requirements specified by **e-visa-express.com** before concluding the agreement,
 - the **Client**, despite prior notice of their obligation to cooperate in verifying the compliance of the **digital content or digital service**, failed to take actions to determine the cause of the non-conformity.
8. The **Client** agrees to:
 - not share their **Platform** account username and password with third parties,
 - properly secure access to their account against unauthorized persons.
9. **e-visa-express.com** is not liable for damages resulting from:
 - the **Client** sharing their login credentials with third parties,
 - improper account security measures taken by the **Client**, unless **e-visa-express.com** is at fault.

CLIENT'S RIGHTS

1. A **Consumer** who has concluded an agreement with **e-visa-express.com** for **visa services** has the right to **withdraw from the agreement within 14 days** without providing a reason and without incurring additional costs. In the event of a valid withdrawal, the agreement is considered **null and void**.
2. If the **Client** submits a **withdrawal statement** before **e-visa-express.com** accepts the offer, the offer ceases to be binding.
3. The withdrawal period is counted **from the day of service execution**, and in other cases **from the moment of agreement conclusion**.
4. The **Client** may withdraw from the agreement by submitting a written or electronic **withdrawal statement**. They may use the **withdrawal form** available in **Annex No. 1** to the **Terms and Conditions**, but it is not mandatory.
5. To comply with the withdrawal period, the **Client** must send the statement before the deadline expires to **e-visa-express.com's** address or electronically to support@e-visa-express.com. e-visa-express.com will confirm receipt of the withdrawal statement via email.
6. **e-visa-express.com** will refund all payments made by the **Client**, including **delivery costs**, promptly but no later than **14 days** from the date of receiving the withdrawal statement.
7. The refund will be made using the **same payment method** used by the **Client**, unless the **Client** agrees to another refund method that does not generate additional costs. **e-visa-express.com** may **withhold the refund** until the returned goods are received or **proof of return is provided**, whichever occurs first.
8. The provisions of the **Terms and Conditions** applicable to **Consumers** also apply to **individuals concluding an agreement directly related to their business activity**, provided that, based on the agreement's content, it does not

have a **professional character** for that individual. This assessment is based particularly on the **business activity information disclosed in the relevant business register**.

9. If a **Consumer** withdraws from the agreement after previously consenting to the service execution before the withdrawal period expires, they must **pay for the portion of the service performed** up to the time of withdrawal. The fee is determined proportionally based on the **extent of services performed** relative to the total agreement amount.
10. In the event of withdrawal from an agreement concerning the **delivery of digital content or digital services**, the **Client** agrees to:
 - cease using the content or service,
 - not share it with third parties,
 - refrain from redistributing it.
11. **e-visa-express.com** has the right to **prevent further access** to the **digital content or digital services**, for example, by **blocking access** or **deactivating the Client's account**.
12. The **Client** is not entitled to withdraw from the agreement in the following cases:
 - **Paid service agreements**, if **e-visa-express.com** has fully provided the service with the **Client's explicit consent**, and the **Client was informed before execution** that they would lose the right to withdraw once the service was completed, which they confirmed,
 - **Agreements for the delivery of digital content** not stored on a physical medium, where the **Client consented to immediate availability** and was informed that they would **lose the right to withdraw**, with **e-visa-express.com** providing the necessary confirmation.

SPECIFIC PROVISIONS – MARKETING

1. At the **Client's** request, **e-visa-express.com** issues an invoice for the execution of the **Agreement** and sends it to the email address provided by the **Client**. The **Client** agrees to receive invoices in **electronic form**, in accordance with the **Act of March 11, 2004, on Goods and Services Tax**.
2. **e-visa-express.com** enables the **Client** to receive **marketing** and **commercial information** regarding the current offer of **e-visa-express.com** and its **Partners** via **email**. Receiving such information requires the **Client's explicit prior consent** to receive commercial information about [e-visa-express.com's](http://e-visa-express.com) services and the **services or goods** of **Partners**. The processing of such consents is carried out in accordance with the **Act of July 18, 2002, on the Provision of Electronic Services** and the **Act of July 16, 2004, Telecommunications Law**, which governs the use of **telecommunications end devices** and **automated calling systems** for **direct marketing purposes**.
3. The **Client** has the right to **unsubscribe** from marketing and commercial information at any time by:
 - Clicking the **unsubscribe link** included in the received **email**,
 - Sending an **email to e-visa-express.com** with a request to unsubscribe,
 - Using the **contact form** available on the **Platform**.
4. **e-visa-express.com** is **not responsible** for the provision of services or the **delivery of goods** by its **Partners**. The **terms of service provision and product delivery** are solely determined by those **entities**.

PRIVACY POLICY

To comply with **Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016**, concerning the protection of **natural persons** with regard to the processing of **personal data** and the free movement of such data, and repealing

Directive 95/46/EC (GDPR), **e-visa-express.com** informs **Clients** about the principles of **personal data processing** and their rights.

1. The **Personal Data Controller** is INTERNATIONAL VISA SERVICE Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice- Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079
2. The **Client** may contact the **Data Controller** regarding **personal data protection** via email: support@e-visa-express.com or by phone at:
 - Polish language +48 32 431 00 23
 - German language +49 30 209 930 611
 - English language +44 20 8089 4595
 - French language +33 187 650 033
3. For matters related to **personal data protection**, the **Client** may also contact **e-visa-express.com's Data Protection Officer** by sending an email to data-protection@e-visa-express.com.
4. The **Client's Personal Data** is processed for the purpose of executing the **Agreement** to which the **Client** is a party or taking **pre-contractual actions** at the **Client's request**, based on **Article 6(1)(b) GDPR**.
5. In certain cases, **e-visa-express.com** may process **Personal Data** based on:
 - A **legal obligation** (Article 6(1)(c) GDPR),
 - **Protection of the vital interests** of the **Client** or another **natural person** (Article 6(1)(d) GDPR),
 - **e-visa-express.com's legitimate interests** (Article 6(1)(f) GDPR),
including:
 - **Marketing of e-visa-express.com's services**,
 - **Monitoring service quality**, including **analyzing Platform traffic**,
 - **Handling legal disputes**, defense against claims,

- **Ensuring security in service provision and transactions.**
6. Data may be processed based on the **Client's consent** when no other legal basis applies, in accordance with **Article 6(1)(a) GDPR**.
 7. **e-visa-express.com** processes **Sensitive Personal Data** only based on the **Client's explicit consent**, particularly regarding **health information** or **criminal records**, if required in the **visa application process** (Article 9(2)(a) GDPR).
 8. If the **visa process** requires **criminal records data** (e.g., for **visa applications to Australia, Canada, or Kenya**), the processing is based on **Article 10 GDPR** and the **national regulations** of the **relevant visa authority**.
 9. **e-visa-express.com** may contact the **Client via email** to **collect service feedback**. For this purpose, it may **entrust data processing** to **Trustpilot A/S**, to which it provides the **Client's name, email address, and order number**.
 10. **Personal Data** may be shared with the following **entities**:
 - **Public authorities** authorized to process **visa applications**,
 - **State institutions** fulfilling **legal obligations**,
 - **Entities processing electronic payments and banking transactions**,
 - **Companies supporting e-visa-express.com in service provision**, including:
 - **Hosting service providers**,
 - **Law firms and accounting offices**,
 - **Customer service providers and quality monitoring entities**.
 11. **Personal Data** is retained for the **necessary period** to fulfill the **purposes for which it was collected**. After the **Agreement** is completed, **e-visa-express.com** may retain **data** for the **legally required period** or for a **legitimate interest**, but no longer than **6 years from collection**.
 12. The **Client** has the right to:
 - **Access their data**,
 - **Rectify incorrect or incomplete data**,
 - **Request data erasure ("right to be forgotten")** in specific cases,
 - **Restrict data processing**,

- **Data portability**, if processing is based on **consent or contract**,
 - **Object to processing** in justified cases.
13. The **Client** has the right to **withdraw consent** for data processing at any time. **Withdrawal of consent does not affect the legality of processing prior to withdrawal.**
14. In case of **data protection violations**, the **Client** has the right to file a complaint with the **relevant supervisory authority**.
15. **e-visa-express.com** may transfer **data** to countries outside the **European Economic Area (EEA)** to fulfill the **Agreement**. In such cases, **standard contractual clauses** of the **European Commission** are applied to **ensure an adequate level of data protection**.
16. For **visa applications** to certain **non-EEA countries (Australia, Bahrain, Cambodia, Egypt, India, Kenya, Myanmar, Oman, Sri Lanka, Tanzania, Turkey, USA, Vietnam)**, the **Client's data** may be transferred to **relevant government authorities** in accordance with the **applicable regulations** of that country. **Transfers to the USA and the UAE** may occur based on **standard contractual clauses** approved by the **European Commission**, ensuring **high-level personal data protection**. For transfers to **Canada**, data processing is **necessary** for the execution of the **visa intermediary service agreement**, and the **European Commission's decision of December 20, 2001**, confirms that **Canada ensures an adequate level of data protection**.
17. The **Client** has the right to **obtain a copy of their personal data** provided to **e-visa-express.com**.
18. Providing **Personal Data** is **voluntary** but necessary to conclude and execute the **Agreement for Visa Services**. Failure to provide the required data will prevent the **service from being performed**.

COOKIE POLICY

1. Definitions

- **Administrator** – INTERNATIONAL VISA SERVICE Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice- Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079 operating the website e-visa-express.com.
- **User** – any **natural person** visiting the **Administrator's** website or using services provided through it.
- **Cookies** – small text files stored on the **User's** device (**computer, smartphone, tablet**) while using the website.
- **Local Storage** – a technology for storing data on the **User's** device in the browser memory, allowing information to be saved more permanently than **Cookies**.

2. Types of Data Storage Technologies Used

- **Session Cookies** – stored temporarily and deleted upon closing the browser.
- **Persistent Cookies** – saved on the device's memory for a specific period or until deleted by the User.
- **Third-Party Cookies** – originating from external providers of **analytical and advertising tools**, such as **Google Analytics, Yandex Metrika**.
- **Local Storage** – data stored on the **User's** device in the **browser memory**, not automatically deleted at the end of the session.

3. Purposes of Using Cookies and Local Storage

- Customizing the **website content** to the **User's** preferences.
- Facilitating the use of **registration forms**, e.g., storing entered data so the User does not have to re-enter them.
- Storing **language settings** and **User preferences**.
- Creating **anonymous statistics** for analytical and optimization purposes.
- Ensuring the **security** and **continuity** of the **User's** session.

4. Cookies and Local Storage Used on the Website

- **PHP Session Cookie** – manages the **User's session** and is deleted after closing the browser.
- **Language Cookie** – stores the **User's language preferences**.
- **Google Analytics Cookies** – collects **anonymous data** on how the website is used.
- **Yandex Metrika Cookies** – gathers **statistical data** on website traffic.
- **Local Storage for Forms** – stores **data entered by the User** in registration forms to prevent data loss in case of page refresh.
- **Local Storage for User Settings** – saves **preferences** for content display and **interface personalization**.

5. Managing Cookies and Local Storage

The User can change the cookie and Local Storage settings at any time in their browser:

- **Deleting stored data** – possible by manually clearing the browser memory.
- **Disabling data storage** – browser settings allow **blocking** the storage of **Cookies** and **Local Storage**.
- **Managing Local Storage data** – options are available in the browser's **settings menu**.
- Restricting the use of **Cookies** and **Local Storage** may **impact the website's functionality**.

COMPLAINTS AND FINAL PROVISIONS

1. The **Client** may submit **complaints** regarding the services provided by **e-visa-express.com** in accordance with the terms of the **Agreement** by:

- Sending a **written complaint** to the address: INTERNATIONAL VISA SERVICE Limited Liability Company Limited Partnership with the registered office in Katowice (40-017), ul. Graniczna 29, Poland
 - **Emailing** the complaint to support@e-visa-express.com,
 - **Calling** the phone number:
 - Polish language +48 32 431 00 23
 - German language +49 30 209 930 611
 - English language +44 20 8089 4595
 - French language +33 187 650 033
2. **e-visa-express.com** undertakes to **review** the complaint within **14 days** of receipt and to provide a response to the **Client's** designated contact address. If additional information is required, **e-visa-express.com** may request the **Client** to provide it, which may extend the **complaint review process**.
3. **e-visa-express.com** reserves the right to **amend the Terms and Conditions**, particularly due to **organizational, technical, or legal changes**. **Clients** will be informed of any changes by:
- Posting relevant information on the **Platform**,
 - Publishing the **updated Terms and Conditions**,
 - Sending an **email notification to Clients**.
- The **amended provisions** come into force **14 days** after publication.
- Agreements concluded before the amendment's effective date** will be executed under the **previous terms**.
4. All matters arising from the **Agreement** are subject to **Polish law**. Disputes between the **Client** and **e-visa-express.com** will be resolved by **Polish common courts**. The choice of **Polish law** does not deprive the **Client** of protections provided by the **mandatory provisions of the Client's country of residence**.
5. A **Client** who is a **consumer** may use **out-of-court dispute resolution methods**, including **mediation** conducted by the **Permanent Consumer**

Arbitration Court at the Provincial Inspectorate of Trade Inspection in Katowice.

6. Disputes concerning **online services** within the **European Union**, involving **Consumers**, may also be resolved through the **ODR platform**, available at: <https://ec.europa.eu/consumers/odr>.
7. The **Client** may seek **free assistance** in resolving disputes by contacting the **district (municipal) consumer ombudsman or consumer protection organizations**, such as the **Consumer Federation** or the **Polish Consumers' Association**. More information about dispute resolution methods can be found on the **Office of Competition and Consumer Protection (UOKIK) website** at: <http://www.uokik.gov.pl>, under the "**Dispute Resolution**" section.