

# Regulations

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## **§ 2. Definitions**

1. Regulations – the regulations defining the rules of using the The Service and the rules of providing Services by IVS through it.
2. The Service – the website with www address ETAAUSTRALIAONLINE.com through which IVS operates to provide the Services.
3. Services – the visa services provided by IVS for Users of The Service.
4. Agreement – the agreement for provision of the visa services concluded between IVS and the User through The Service.
5. Personal data – information about an identified or identifiable natural person ("the data subject"); an identifiable natural person is a person who can be directly or indirectly identified, in particular on the basis of an identifier such as name, identification number, location data, internet identifier or one or more specific factors determining physical, physiological, genetic, psychological, economic, cultural or social identity of a natural person; for the purposes of the Regulations, the term personal data also includes data carriers such as documents and photographs.
6. Sensitive personal data – data revealing racial or ethnic origin, political views, religious or ideological beliefs, trade union membership, genetic data, biometric data allowing to identify unequivocally a person or the data on the person's health, sexuality or sexual orientation.
7. User – a natural person who, through the form available on The Service concludes an agreement for provision of visa services.
8. IVS - INTERNATIONAL VISA SERVICE spółka z ograniczoną odpowiedzialnością spółka komandytowa (LLC LLP) with its registered office in Katowice, ul. Graniczna 29, 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000623079
9. GDPR – Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 relating to protection of natural persons with regard to the processing of personal data and rules relating to free flow of personal data and repealing of the Directive 95/46 / EC (general regulation on data protection).

10. Visa – a written permission to cross the border or stay in a foreign country issued to foreigners by diplomatic or consular representatives (consulates) of the particular country.
11. Profiling – means any form of automated processing of personal data, which means the use of personal data to assess some of the personal constituents of a natural person, in particular to analyse or forecast aspects related to the effects of the work of that person, its economic situation, health, personal preferences, interests, credibility, behaviour, location or movement.

### **§ 3. Conclusion and performance of the Agreement**

1. By using The Service service, the User concludes the Agreement with IVS on provision of visa services, under which IVS undertakes to submit an application in the name and on behalf of the User to the relevant office to obtain a visa for the User, and the User undertakes to pay remuneration for IVS.

2. The User concludes the Agreement by completing the registration form on The Service and by paying remuneration to IVS. The remuneration includes the consular fee and the IVS commission. The remuneration is considered to have been paid when the money transfer is deposited in the IVS bank account. The User makes a payment by traditional bank transfer, by credit card or by means of electronic payment services. The detailed rules for the use of electronic payment services are described below:

- a) PayU
- b) Ingenico
- c) Klarna
- d) Paypal

Regulations of mentioned payment services are available in Annex No. 2 to the Regulations.

3. The User completing the registration form is obliged to provide all data required in the form. The given data should be true, current and correct. After concluding the Agreement to verify the User's data, IVS may contact the User on the telephone number provided by the User.

4. After the conclusion of the Agreement, IVS sends confirmation of the conclusion of the Agreement along with specification of its terms to the e-mail address of the User.

5. IVS reserves the right to request the User to supplement personal data, provide additional data or submit relevant documents, if such requests are submitted to IVS by the visa issuing authority.
6. IVS indicates that after providing the user with the IVS service, the User will lose the right to withdraw from the Agreement.
7. By concluding an Agreement for provision of visa services with the IVS, the User declares that:
  - a) the data provided in the form are complete, true, current and free of errors, and other spelling mistakes;
  - b) the User is entitled to use the indicated data, as well as providing the data by the User does not violate the rights of third parties;
  - c) the User is familiar with the amount of the remuneration due to IVS and accepts it;
  - d) the User is aware that providing untrue, incorrect or obsolete data results in impossibility of issuing a visa or impossibility of using a visa issued on the base of defective data,
  - e) the User has read the following Regulations and consents to the content of all its provisions
  - f) the User is aware that after fulfilling the service provided under the Visa Service Agreement by IVS, the User loses the right to withdraw from the Agreement;
  - g) the User has voluntarily concluded an Agreement with IVS by using The Service.
8. Accepting the Regulations by the User constitutes the User's statement that the User has read the terms and conditions of using The Service.
9. Conclusion of the IVS Agreement by the User is tantamount to granting the IVS the proxy by the User to represent the User before the office competent to issue a visa in order to submit a visa application, pay an official fee for a visa and receipt of the visa, as well as other actions necessary in the process of issuing the subject visas and to the extent necessary to fulfil the Agreement.
10. The User's withdrawal from the Agreement is tantamount to the termination of the proxy granted to IVS to represent the User before the office competent to issue a visa.
11. IVS transfers the User's personal data to the office competent to issue a visa together with the application for the visa.
12. Immediately after receiving the visa from the competent visa authority, IVS sends the visa to the User by email to the email address provided by the User in the registration form. Instructions for using the visa will be sent to the User together with the visa.

13. If the visa application can not be submitted due to the provisions of international law or internal regulations of the country which visa the User has applied for, IVS retains the amount of € 15 (fifteen euros) for preparation and analysis of the data. The remaining amount paid by the User is immediately returned to the bank account of the User from which the payment was made. If it is not possible to return the funds in this manner, IVS returns it to the account indicated by the User.

#### **§ 4. IVS Responsibility**

1. IVS, ensuring correctness and continuity of The Service operation, conducts ongoing technical supervision of its performance.

2. IVS is responsible for the operation of The Service sub-pages or their content.

3. IVS shall not be responsible, inter alia, for:

a) consequences of providing, by the User in the registration form, data inconsistent with the actual state, outdated or incomplete, moreover the Service Provider is not responsible for the consequences of the User's failure to update or improve the data;

b) damages resulting from the User's violation of the rights of third parties which are due to the use of the website;

c) damages caused by disruptions, interruptions or unavailability of the Service caused by force majeure;

d) damages caused or being the result of disobeying the rules of the Regulations;

e) damages resulting from defectiveness or incompatibility of the device used by the User;

f) the consequences resulting from the decision of the office competent to issue a visa, to the extent that IVS can not bear the blame for the content of the decision.

4. IVS indicates that the date of performance of the Agreement, and in particular delivery of the visa to the User, depends on the decision of the office competent to issue a visa for which IVS is not liable to the extent that IVS can not bear the blame for delay of its issue.

5. The exemption of IVS from liability for damage specified in the Regulations takes place within the scope and in accordance with the provisions of the Act dated on 23<sup>rd</sup> April 1964, the Civil Code (Journal of Laws of 2018, position 1025 with further amendments) and the provisions of Chapter 3 of the Act of 18<sup>th</sup> July.2002, on provision of electronic services

(Journal of Laws of 2002, No. 144, position 1204, with further amendments).

## **§ 5. Information clause – protection of personal data**

To comply with the obligations arising from the Regulation (EU) 2016/679 of the European Parliament and the Council of 27<sup>th</sup> April 2016 on protection of natural persons in relation to the processing of personal data and on free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation) hereinafter referred to as GDPR, 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 (hereinafter referred to as IVS), informs about the processing of the client's personal data and the rights the client is entitled to. The following rules are applicable as of May 25th, 2018.

### **I. The controller of the personal data**

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 controller of the personal data.

Telephone number: +44 2031 293 603

E-mail address: support@evisa.express

### **II. Data protection officer**

The data protection officer at IVS can be contacted by email sent to the address: data-protection@ivs.travel

### **III. Purpose and legal basis of the data processing**

IVS processes personal data for the purpose of executing a contract to which the person whose data are processed is a party, or to take actions at the request of the data subject before concluding the contract (Article 6 par. 1 letter b of the GDPR).

In certain situations, IVS may process personal data due to the need to comply with legal obligations to which IVS is subject (Article 6 par. 1 letter c of the GDPR), or the processing

is necessary to protect the vital interests of the data subject or another natural person (Article 6 par. 1 letter d of the GDPR), or processing is necessary for the purposes of the legitimate interests pursued by IVS (Article 6 par. 1 letter f of the GDPR), in particular, for the purpose related to:

- a) marketing of products and services of IVS;
- b) monitoring and improvement of the quality of services provided by IVS, including monitoring of telephone conversations and meetings, carrying out customer satisfaction surveys of services provided;
- c) if applicable, the conduct of disputable proceedings, as well as proceedings before public authorities and other proceedings, including carrying on enquiry and defence against claims;
- d) improving the quality of services, which includes examining traffic on the website and profiling.

In all other situations, personal data are processed solely on the basis of the consent granted for the purpose specified in its content (Article 6 par. 1 letter a of the GDPR).

In all situations, your sensitive personal data are processed only on the basis of the consent granted for the purpose specified in it (Article 9 paragraph 2 letter a of the GDPR). Data collected by the site may be used for standard profiling, i.e. for statistical purposes and for purposes of internal marketing analysis, which does not cause any legal consequences for the person whose data have been collected or does not significantly affect the person in any other similar way.

#### **IV. Recipients of data**

IVS discloses or may disclose personal data to the following recipients or categories of recipients, in particular to:

- a) public authorities and relevant state offices, competent to process visa applications and to issue visas;
- b) entities that participate in the processes necessary to perform contracts concluded with clients, including banks, credit card operators, electronic and online payment agents;
- c) entities which support IVS in business processes, including in particular entities processing personal data for IVS (so-called data processors), inter alia:
  - hosting companies,
  - legal services and accounting services,
  - companies and external entities carrying out processes which are a part of the activities necessary to conclude the contract with a client.

## **V. Time of data processing**

The client's personal data, including sensitive data provided on the basis of consent, are processed by IVS for the time necessary to achieve the objectives indicated in point 3, that is, until the contract is concluded. After that period, IVS may process the client's data for a period of time and to the extent specified by law or for the pursuit of the legitimate interest of the data controller as in point. 3, however, no longer than 6 years since their collection. Insensitive data processed on the basis of separate consent shall be kept until the consent is withdrawn.

## **VI. The rights of data subjects**

IVS guarantees all clients exercise of the data subject rights granted by the GDPR, including in particular:

1. The right to access the personal data;
2. The right to request correction of the personal data which are incorrect and the right to request supplementing of the incomplete personal data,
3. The right to request erasure of the personal data ("the right to be forgotten"), when:
  - a) the personal data are no longer necessary for the purposes for which they have been collected or otherwise processed;
  - b) the data subject has withdrawn the consent on which the processing is based and there is no other legal ground for their processing;
  - c) the data subject objects to the processing;
  - d) the personal data have been unlawfully processed;
  - e) the personal data have to be erased for compliance with a legal obligation provided by law;
  - f) the personal data have been collected in relation to the offer of information society services.
4. The right to request restriction of processing of the personal data when:
  - a) the data subject challenges correctness of the personal data;
  - b) the processing is unlawful and the data subject opposes to erasure of the personal data, requesting to limit their use instead;
  - c) the controller no longer needs the personal data for processing but it is necessary for the data subject to establish an enquiry or defend their claims;
  - d) the data subject has objected to the processing – pending determination of whether the legitimate grounds on the part of the controller take precedence over the grounds of objection.
5. The right to transfer personal data if:
  - a) the processing takes place on the basis of consent or on the basis of a contract, and;
  - b) the processing is automated.



6. The right to object to the processing of personal data, if there are reasons related to the client's special situation and the processing results from indispensability for the purposes resulting from legally justified interests pursued by the controller.

#### **VII. Withdrawal of consent to data processing**

To the extent of the client's consent to processing of their personal data, the client is entitled to withdraw the consent at any time. The withdrawal takes place without affecting the legality of the processing which was carried out on the basis of the consent prior to its withdrawal.

#### **VIII. The right to lodge a complaint with the supervisory authority**

In any situation, when the client considers that IVS processes personal data contrary to the provisions of the GDPR, the client has the right to lodge a complaint with the appropriate supervisory authority.

#### **IX. Transfer of personal data to countries outside the European Economic Area**

IVS transfers personal data to countries outside the European Economic Area: Australia – the transfer of data is necessary for carrying out the contract of the visa agency.

IVS may transfer personal data to international organizations and countries outside the European Economic Area for which the Commission has not found an adequate level of protection of personal data, in particular to the USA. The transfer of data takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market.

The client has the right to obtain a copy of the data transferred by IVS.

#### **X. Obligation to provide personal data**

Providing personal data is entirely voluntary. Providing data is a condition for concluding a visa contract with IVS or it is necessary to achieve the objectives arising from the legitimate interests of IVS. Failure to provide all the data will prevent conclusion and execution of the indicated contract.

## **§ 6. Cookie policy**

1. This policy defines the rules for storing information and accessing information already stored (cookies and other technologies including local storage) by 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 in the telecommunication device of the end user (computer, smartphone, tablet) of the website and its sub-pages.

2. Cookies are small text files created by a web server, stored on the user's end device. Cookies, specifically the information stored in them, are read primarily by the server that created them. The purpose of saving cookies is to store the website user's data in the browser – saving the user's information, including the frequency of the user's visits to the website. Local storage files are used to facilitate the use of registration forms on the website because they save the data entered into the registration forms. Local storage files may store personal data.
3. IVS uses cookies and other technologies for statistical purposes to calculate the number of user visits per page and to optimally match the content of the website to user's preferences and easier usage of the website by users.
4. IVS website uses session cookies that are deleted immediately after leaving the website or its sub-pages by the user, as well as persistent cookies, which are stored on the user's end device, and which are not automatically removed after the end of the session. Local storage files are generally not automatically deleted and they are saved in the user's browser memory.
5. A user who does not want cookies and files from other technologies to be stored in the browser's memory should:
  - a) clear the browser's memory,
  - b) in the browser settings disable the option of saving cookies and files from other technologies, or specify the time after which cookies are automatically removed from the browser's memory. Completely preventing the saving of cookies may significantly impede use of some websites.

## **§ 7. Withdrawal from the Agreement**

1. The user who has concluded an Agreement with the IVS for provision of visa services

may withdraw from it within 14 days without giving any reason and without incurring costs.

2. If the User withdraws from the Agreement, it is considered void.
3. If the User made a statement on withdrawal from the Agreement before IVS accepted the User's offer, the offer ceases to be binding.
4. The period of withdrawal from the Agreement starts from the date of concluding the Agreement.
5. The User may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to IVS. The statement may be submitted on the form, a template of which is included in Annex No. 1 to the Regulations, but it is not mandatory.
6. To meet the deadline, it is enough to send a statement before the expiry date of the period by post to the address of the IVS office or by e-mail to the address: support@evisa.express
7. IVS confirms receiving the withdrawal from the Agreement by an e-mail sent to the User.
8. IVS shall immediately, but not later than within 14 days from the date of receiving the statement sent by the User – consumer on withdrawal from the Agreement, return the User all payments made by them.
9. IVS returns the payment using the same method of payment as the one used by the User, unless the User has explicitly agreed to a different method of return, which does not involve any costs for them.
10. The User shall not be entitled to withdraw from the Agreement from the moment of complete performance of the service by IVS – provision of the visa agency service.

## **§ 8. Invoices**

1. At the User's request, IVS issues an invoice in connection with the performance of the Agreement and sends it to the e-mail address indicated by the User.

2. The User declares to agree to issuing an electronic invoice by IVS in accordance with art. 106n par. 1 of the Act of 11<sup>th</sup> March 2004 on Value Added Tax (Journal of Laws of 2017, position 1221, with further amendments).

### **§ 9. Complaints and final provisions**

1. The User may submit complaints about services provided by IVS, as per the Agreement, by:
  - a) posting a letter to the following address: INTERNATIONAL VISA SERVICE spółka z ograniczoną odpowiedzialnością spółka komandytowa z siedzibą w Katowicach, ul. Graniczna 29, 40-017 Katowice, Polska,
  - b) sending an email to – support@evisa.express
2. IVS deals with the complaint within 14 days since its delivery and sends the response to the address of the sender – User. IVS reserves the right to send a request to the person lodging the complaint in order to clarify the relevant circumstances regarding the complaint. The deadline for considering the complaint may be extended accordingly, due to the waiting time for the User's response.
3. The Service, together with the constituting elements, including graphic, multimedia, text files, source code of the programs, are subject to the exclusive rights of IVS. Without the consent of IVS, it is forbidden to copy, reproduce or to use the components of the website in any other way in a manner inconsistent with its aim or purpose.
4. When using The Service, it is forbidden for Users and Guests to use software that harms or may cause potentially damage to IVS or Users, or violate their rights, in particular, it is prohibited to use worms, spyware, viruses, etc..
5. IVS is entitled to change the Regulations for important reasons at any time, in particular when changes are due to technical or legal reasons. IVS will inform the Users about the introduced changes by presenting information about the changes on the Service, publication of the updated text of the Regulations and sending messages about changes to the Regulations to the Users' e-mail addresses. Changes to the Regulations come into force within 14 days from the date of posting the information about them on the Service along with the updated text of the Regulations.
6. Polish law is the law applicable to relations arising from the Agreement. Disputes

arising from the Agreement are subject to the jurisdiction of Polish common courts.

7. The Users who are consumers may try to reach out-of-court resolution of any IVS disputes before the Permanent Consumer Mediation Court at the Provincial Inspector of Trade Inspection in Katowice (Stały Polubowny Sąd Konsumentcki przy Wojewódzkim Inspektorze Inspekcji Handlowej w Katowicach).
8. Consumer disputes regarding services provided online within the European Union may also be resolved through the ODR platform at <https://ec.europa.eu/consumers/odr>.
9. The User may obtain free assistance in resolving a dispute with IVS, also using the gratuitous help of the powiat (municipal) consumer ombudsman or a social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers – Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich).

**Annex No. 1 – a template of a statement on withdrawal from the Agreement**

(this form should be filled in and returned only if you wish to withdraw from the agreement)

.....

*(date)*

.....

*(Name and Surname of the User)*

.....

*(Address of the User)*

.....

*(Application ID)*

.....

*(Addressee [in this place, the User should enter the name of the entrepreneur, full postal address and, if available, fax number and e-mail address])*

Date of conclusion of the contract .....

**Statement of withdrawal**

I hereby inform about my withdrawal from the agreement for provision of the visa agency service.

.....

*(Signature of the User (only if the form is sent in a paper version))*

## **Annex No. 2 – regulations of payment services**

Regulations of payment are approachable at:

PayU - [https://www.payu.pl/sites/pl\\_payu/files/downloads/Single%20Transactions%20T&C\\_220518\\_eng.pdf?20190124103252](https://www.payu.pl/sites/pl_payu/files/downloads/Single%20Transactions%20T&C_220518_eng.pdf?20190124103252)

Klarna - <https://www.klarna.com/uk/terms-and-conditions/>

Ingenico - <https://www.ingenico.com/legal/ifs>

Paypal - <https://www.paypal.com/au/webapps/mpp/ua/paypalhereterms-full>