

## Terms and Conditions

### Article 1 Definitions

1.1 “Embassy” refers to the Embassy of the People's Republic of China.

1.2 “Consulate General” refers to the Consulate General of the People's Republic of China.

1.3 “Other Consular Institutions” refers to the Consulates, consular offices and related institutions of the People's Republic of China.

1.4 “Embassies and Consulates” refers to the Embassies and/or Consulates General and/or Other Consular Institutions.

1.5 “Chinese Visa Application Service Center” refers to the institution that provides handling services relating to applications for Chinese visas and legalization according to the working procedures set by the Embassies and Consulates, hereinafter referred to as the “Application Center”.

1.6 “Clients” refers to any individual or a third party authorized by the former submitting a Chinese visa or legalization application to the Application Center including individuals, travel agencies or other agencies.

1.7 “Clients' Information” refers to the data and information that Clients provide to the Application Center in the form of paper, electronic media or any other form deemed acceptable in order for the Application Center to provide clients with appropriate services.

1.8 “Personal Information” refers to all the required information related to a person included in the application documents submitted by a client, including, but not limited to, name, gender, date of birth, place of birth, marital status, citizenship, passport information, telephone number, health record, criminal record, residential address, place of employment, family members, as well as any video recording, telephone call recording, email content and other private information.

1.9 “Website” refers to the website located at [www.visaforchina.org](http://www.visaforchina.org) where online services are provided to clients, such as information announcements, online application form completion, online appointment and application status inquiry services.

1.10 “Basic Services” refers to the services directly related to visa or legalization applications that the Application Center provides to clients.

1.11 “Extended Services” refers to services provided by the Application Center for the convenience of clients other than the Basic Services.

1.12 “Visa Fee” refers to consular fees and charges payable to the Embassies and Consulates and collected by the Application Center from applicants on behalf of the Embassies and Consulates at rates prescribed by them, including, but not limited to, the regular application fee, express application fee and urgent application fee.

1.13 “Legalization Fee” refers to consular fees and charges payable to the Embassies and Consulates and collected by the Application Center from applicants on behalf of the Embassies and Consulates at

rates prescribed by the Embassies and Consulates, including, but not limited to, the regular application fee, express application fee and urgent application fee.

1.14 "Application Service Fee" refers to fees charged by the Application Center to clients for providing them with Basic Services. The fees charged for Extended Services are not included in the Application Service Fee.

1.15 "Pickup Forms" refers to receipts issued by the Application Center to Clients who have submitted their Chinese visa or legalization applications to the Application Center, which serve as the only certificate proving payment of the Visa Fee, Legalization Fee and Application Service Fee as well as for collecting their passports, visas and documents of legalization from the Application Center.

## Article 2 Regarding the Basic Services Offered by the Application Center

2.1 To receive clients and classify their application documents in accordance with the requirements of the Embassies and Consulates.

2.2 To provide clients with intermediate business services, including computer entry of basic information and transmission of passports, visas, documents, documents of legalization and Clients' Information between Embassies and Consulates and the Application Center.

2.3 To capture fingerprints and other biometric information as well as to collect Visa Fee and Legalization Fee in accordance with the commissions and requirements of the Embassies and Consulates and to deliver passports, visas and documents of legalization to Clients on behalf of the Embassies and Consulates.

2.4 To release and transmit information about Chinese visa policy and consular legalization policy in accordance with the requirements of the Embassies and Consulates in a timely manner through website, information desk, telephone, fax or e-mail.

2.5 The Application Center hereby states in particular that, government functions such as assessing, approving or refusing visa or legalization applications and issuing visas or legalization documents, come under the exclusive authority of the Embassies and Consulates, and the Application Center is not legally empowered to provide any commitment, guarantee, interpretation or other legal obligations to clients in relation to that exclusive authority.

## Article 3 Regarding the Use of the Visa Application Services and Legalization Services

3.1 Clients acknowledge and hereby confirm that the Application Center is not involved in the visa or legalization assessment and decision-making process. The Embassies and Consulates have the authority to decide whether a visa or legalization will be issued or not, the type of the visa to be issued as well as its validity, duration of stay and number of entries in accordance with China's relevant laws and regulations. A client is required to pay the Application Service Fee to the Application Center regardless of approval or disapproval of an application by the Embassies and Consulates. The Application Service Fee is non-refundable.

3.2 Clients can make inquiries to the Application Center via its website or by telephone. Clients are required to acknowledge that the Application Center is a non-governmental organization, and its provision of inquiry services for clients is free and based on its unilateral understanding of clients'

inquiries and the limited information known and mastered by it in order to provide assistance in regard to visa or legalization applications. No matter what the circumstances are, it is not inferred that the Application Center has made any promise or assurance, nor does it bear any other legal responsibility for the answers to clients' inquiries.

3.3 Clients are required to submit to the Application Center all the relevant Clients' Information which is necessary for any visa or legalization application, and to ensure that the information provided is true, reliable and complete. Clients acknowledge and agree that acceptance by the Application Center of the Clients' Information provided does not mean that such Clients' Information as is provided is deemed sufficient. The Embassies and Consulates have the right to require a client to provide additional supporting documents or require the applicant to attend an interview.

3.4 Clients shall carefully check all the information on the Pickup Form and make sure that it is correct when receiving this document issued by the Application Center. If any mistakes are found, clients must contact the Application Center immediately. The Application Center will make necessary correction as soon as possible.

3.5 Clients must carefully check all the information on the visa or document of legalization issued to them and make sure that it is correct when collecting the document of legalization or their passport containing the visa. If any mistakes are found, clients must contact the Application Center immediately. The Application Center will try its best to help them with modification or re-issuance of the visa or document of legalization. Clients acknowledge that modifying or re-issuing a visa or a document of legalization may involve new fees if the information on the issued visa or document of legalization is found incorrect due to the reasons or causes assignable to them.

3.6 To ensure service safety and service quality, a network monitoring system and telephone recording system have been installed by the Application Center. The actions of clients at the Application Center as well as the telephone conversations between clients and the Application Center may be recorded and preserved, and clients hereby acknowledge and agree to this arrangement.

3.7 Unless otherwise notified by the Application Center, clients should collect their passports and visas before the expiry date of the visa. The Application Center accepts no obligation of keeping any passport if clients fail to collect it before the visa expiration. After the expiry date of the visa, or 365 days after the decision by the Embassies and Consulates to issue or refuse the visa application, the Application Center has the right to deliver the relevant travel documents to the Embassies and Consulates, which will return them to the competent authority of the passport issuing country.

Clients should collect their documents of legalization as soon as possible. The Application Center accepts no obligation of keeping any document of legalization if clients fail to collect it before its expiry date, or 365 days after the decision by the Embassies and Consulates to issue or refuse the legalization application. The Application Center has the right to deliver the relevant documents to the Embassies and Consulates.

#### Article 4 Regarding the Use and Protection of Personal Information

4.1 Clients hereby agree and confirm that their Personal Information can be collected, transmitted, stored, processed and used by the Application Center in accordance with this article whether such

information is transmitted to the Application Center through the Internet or directly by the clients concerned or their entrusted representatives.

4.2 In order to process Clients' visa or legalization applications, the Application Center must collect related personal information about the client from the application documents submitted and enter the information into its computer system.

4.3 The Application Center may collect Clients' Personal Information through telephone, email, fax, application documents (including passports and photos etc.), online application system, online appointment system, video monitoring system and other media.

4.4 Personal Information will be submitted to the Chinese Embassy or Consulate-General through the Application Center's proprietary and encrypted channel and may be transferred to and stored in countries other than the client's country of residence, such as the People's Republic of China.

4.5 Personal Information, including video recording, telephone recording, electronic information, etc., may be collected for later use by the Application Center when necessary (e.g., when it is requested by the competent department of the local government or for purpose of internal service supervision). If necessary, applicants may consult the Data Protection Department of the Visa Application Center under the relevant laws by contacting the mailbox: [dpo@chinabridge.fr](mailto:dpo@chinabridge.fr)

4.6 Physical information provided by Clients will be transferred to and stored at the Chinese Embassies or Consulates. The biometric information will be transferred directly by encryption to the Chinese Embassies or Consulates after being collected. The Application Center will save the collected clients' information in physical or electronic form and take reasonable administrative measures, in order to prevent information leakage or unauthorized use and ensure the only proper use of all the information.

4.7 The Application Center will collect, transfer, store, process and use all the Clients' Information in accordance with local laws for the purpose of fulfilling the Application Center's legal responsibility and obligation, including but not limited to handling application for Chinese visas and legalization.

4.8 The Application Center will take every reasonable precaution to ensure the safety of the Applicants' Personal Information and documents strictly in line with relevant laws of the resident country, but is not liable for any consequences due to events or acts beyond its reasonable control such as natural disasters (Force Majeure), unforeseen accidents, and larceny, etc., which may occur when the information and documents are in transit between the Application Center and the Embassies or Consulates.

#### Article 5 About Liability

5.1 If a passport or documents for legalization are lost or damaged under the custody of the Application Center, except for consequences arising from Force Majeure such as natural disasters, the Application Center will bear the reasonable cost incurred by applicants for the replacement of their passports or documents according to the normal application procedure of their country's authorities. The expenses will be reimbursed upon presentation of the copy of the receipt issued by the above-mentioned authorities. However, this agreement does not mean that the Application Center will be held liable in any way.

5.2 Clients must make their visa or legalization applications at an appropriate time in accordance with their travel or use arrangements. Under no circumstances will the Application Center be held responsible or liable for any delay in their travel or use arrangements as a result of a client's inappropriate action in regard to the time of submitting the application or the assessment result of the Embassies and Consulates.

5.3 If a client chooses to apply by post, or requests return delivery by post in regard to a processed application, the Application Centre will not be responsible or liable for any delay, delivery to a wrong address, or damage to or loss of the documents by any mail service or delivery service company or not by the Application Center.

5.4 To the maximum extent permitted by law, the Application Center expressly disclaims all conditions and warranties, explicit or implied, in connection with the visa or legalization application services other than any conditions or warranties expressly stated in these terms. Where the law precludes such exclusion and implies certain terms, conditions and/or warranties into the terms ("Implied Terms"), the liability of the Application Center for a breach of such Implied Terms shall be limited, at the choice of the Application Center, to any one or more of the following:

(1) Re-supply of the relevant application services; or

(2) Cost of the re-supply of the relevant application services; or

(3) Any amount paid by the Client to the applicable government department or authority in regard to the relevant application services (upon presentation of a proper receipt).

5.5 Clients acknowledge and agree that under no circumstances will the Application Center be liable to them or to anyone claiming through them for any indirect, incidental, special and/or consequential losses or damages of whatever nature, or for loss of profits, loss of opportunity, loss of business or goodwill or interruption of business, whether arising out of or in connection with their application and/or any of the visa or legalization application services, and whether or not relating to any act, error, omission or negligence by the Application Center or any officer, agent, employee and representative of the Application Center.

5.6 All terms hereof are governed by laws of the respective state or province where the Application Center is located. Litigation relating to visa or legalization services will be heard by a court in the resident state or province.

## Article 6 Other Terms

6.1 The Application Center, in its sole discretion, may change, amend, cancel or withdraw any or all of the terms and conditions mentioned herein at any time without any prior notice. If a client is dissatisfied with the changes being made, the client's sole and exclusive remedy is to refuse the services which the Application Center provides.

6.2 The client hereby agrees to accept and confirm that the applicant and / or his / her representative, prior to submitting the visa or legalization application, has read, understood and agreed to be bound by, without limitation or qualification, all of the terms, conditions and details provided herein.