

TERMS OF SERVICE - Scapia Visa

These terms of service (“**Scapia Visa Terms**”) specify the terms upon which users (“**You**”, or “**User**”) access, purchase, and register for visa application services provided in partnership with third-party visa service operators (“**Visa Operators**”) via the web-based platform www.scapia.cards and mobile application under the name operating under the brand and name ‘Scapia’ (“**Platform**”), (which services shall be referred to as “**Scapia Visa Services**”), that is operated and managed by Scapia Technology Private Limited, having its registered office at 2nd floor, Tower B, Mantri Commercio, Kariyammana Agrahara, Bellandur, Bengaluru, Karnataka - 560103 India (“**Scapia**”).

Please note that these Scapia Visa Terms form a part of and are to be read harmoniously and in conjunction with Scapia’s terms of use available at <https://www.scapia.cards/legal/terms-of-use> (“**Terms of Use**”). Any capitalised words not defined in these Scapia Visa Terms shall have the meaning ascribed to them in the Terms of Use.

By clicking on the “I accept” button before proceeding to avail the Scapia Visa Services, You accept these Scapia Visa Terms along with the Terms of Use and agree to be legally bound by the same.

1. ROLE OF SCAPIA

- i. Scapia provides the Platform, which is a technology platform on which it provides Scapia Visa Services, in conjunction with Visa Operator(s). It doesn’t operate any Visa application or agent services or offer the service of visa related services to the User directly. Scapia also doesn’t act as an agent of any Visa Operator in the process of providing Scapia Visa Services. Please read the Visa Operator’s policies carefully before availing the Scapia Visa Services.
- ii. The Scapia Visa Services should not be construed to be visa advisory services in any manner whatsoever. The User understands and agrees that Scapia only provides a check list of documents required for visa applications as provided by the Visa Operators, and verifies the presence of documents as per the check list without necessarily reviewing the contents of each document. Scapia has no obligation to ascertain the likelihood of approval or rejection of the visa being applied for.
- iii. Scapia shall provide Users with the information related to the visa application process as provided to Scapia by the Visa Operators, including but not limited to documentation requirements, average time typically taken for the processing of a visa application, fees, etc. to enable a User to apply for the visa in a timely manner. The User agrees that such information is indicative and subject to change and Scapia does not

warrant that information provided by it will always be accurate or complete.

- iv. The Visa application booking voucher which Scapia issues to a User is solely based on the information provided or updated by the Visa Operator including but not limited to serviceability.
- v. The services, prices, and any other details including promotional offers, discounts pertaining to the visa service are provided by the respective Visa Operator and Scapia has no control over such information provided by the Visa Operator.

2. **LIMITATION OF LIABILITY OF SCAPIA**

- i. The maximum liability of Scapia in the event of any claim arising out of the Scapia Visa Service or these Scapia Visa Terms shall not exceed the amounts received by Scapia from the User for the concerned transaction in relation to which a claim arose.
- ii. Scapia or Visa Operator(s) is only responsible for submitting the visa application on behalf of the User and cannot be held responsible for the result of the visa application. It must be noted that the grant or refusal of the visa is at the sole discretion of the Embassy of the respective country and Scapia or Visa Operator(s) is neither involved in the process nor is liable or responsible in any manner whatsoever for any delay in processing or grant or rejection of the visa application of any User by the Embassy, and the Embassy reserves the right to ask for further documentation and to refuse the visa application.
- iii. The approval of the visa application is subject to the government of the country to which the visa is applied. Scapia or Visa Operator(s) is not responsible for application results which are caused due to inaccurate information provided or a mistake made, by the User.
- iv. Scapia or Visa Operator(s) reserves the right to cancel an applicant's registration if he or she: does not meet eligibility requirements and therefore is not considered suitable to complete the online or offline application; gives erroneous or fraudulent personal information or participates in any activity which is unlawful; disregards, changes, deletes or omits any part or section of the required procedure for registration.
- v. Scapia or Visa Operator(s) is not liable whatsoever if the User's visa is rejected due to circumstances beyond Our or the Visa Operator's reasonable control. If the User's visa application is rejected by the Government of the country to which the visa is applied, he/she accepts that neither the government (through its Embassy), nor Scapia or Visa Operator(s) is required to provide a reason for such rejection.
- vi. Scapia or Visa Operator(s) will not be held responsible for any costs incurred due to a delay in the visa process due to circumstances outside of Our or the Visa Operator's control.
- vii. Scapia or Visa Operator(s) bears no responsibility for costs incurred by a User 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. Scapia or Visa Operator(s) 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.

- viii. An Embassy may decide to review an application in the destination country rather than at the local embassy. This decision is at the discretion of the Embassy and it is not something that would be known in advance by Scapia or Visa Operator(s). It may take longer than the standard processing time (as may be communicated by the relevant Embassy) for such applications to be processed and this is outside the control of Scapia or Visa Operator(s).
- ix. Scapia or Visa Operator(s) will always lodge a visa application in the applicants' best interest. Scapia is a private company and Scapia does not have authority to grant a visa of any kind. We or the Visa Operator 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 such as the Embassy responsible for issuing that result.
- x. Scapia or Visa Operator(s) cannot influence: any decision made by an immigration authority; any requests for additional information before finalising a visa; any delay by an immigration authority in the issuance of a visa; or a decision to refuse to grant a visa.
- xi. 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 User. 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 User. Scapia or Visa Operator(s) is not responsible for the term of any visa issued or the activation date placed on a visa by an immigration authority even. Scapia or Visa Operator(s) has no authority or control to change this term/date.
- xii. Scapia or Visa Operator(s) advises its Users on visa options and facilitates furnishing of visa applications on their behalf in good faith based on immigration information made available directly by immigration and embassy departments at the time of lodgement. In the event where immigration laws and/or regulations have been updated by an immigration department but such updates have not been made known to the public at the time of visa lodgement such conflicting information is outside the control of Scapia or Visa Operator(s). Scapia or Visa Operator(s) will not be liable for any visa application being refused or any additional costs arising from such a refusal (including travel costs) should situations of outdated information arise.
- xiii. Scapia or Visa Operator(s) will use and rely on information provided by the User in the provision of Scapia Visa Services to that User. Scapia or

Visa Operator(s) will not independently verify or assume responsibility for the accuracy or completeness of such information.

- xiv. It is the User's responsibility to provide Scapia or Visa Operator(s) with all required information and documentation concerning a visa 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 Scapia or Visa Operator(s), Scapia or Visa Operator(s) retains the right not to lodge that visa application until it has received all of the required information in order to do so.
- xv. If an immigration authority has incorporated a deadline for the submission of documents to an application, these documents must be provided at the earliest possible time but no later than 48 hours prior to the deadline date.
- xvi. Scapia or Visa Operator(s) cannot be held responsible for any expense and/or delay arising from incomplete application forms, inaccurate/false or incomplete information provided or inaccurate/false or incomplete supporting documentation.
- xvii. No refund is forthcoming of any fees paid to Scapia or Visa Operator(s) where the visa application has been lodged to the Immigration Authorities regardless of the reason for withdrawal.
- xviii. The User agrees that for visa applications where submission of passports is required, Scapia shall take all necessary steps to ensure that the passport is safely delivered to the User, however the User agrees that Scapia shall not be liable if the passport is lost in transit or misplaced or damaged.
- xix. The User agrees that once Scapia or the Visa Operator returns the User's passport and documents, it is the responsibility of the User to check that all requisite visas have been obtained and details mentioned therein are correct.
- xx. If there's any discrepancy/error in the details of your visa, please inform Scapia or Visa Operator(s) experts within 24 hours of receiving Your visa. Scapia or Visa Operator(s) will not be responsible for any loss or damages that occur in case the User raises an amendment request after 24 hours of receiving their respective visa.
- xxi. User understands that despite having been granted a visa, the User may be denied entry by the local immigration authorities, and Scapia shall at no instance, be liable for the same.
- xxii. It is recommended that the User procures the relevant visa prior to the date of departure. Scapia shall not be liable in any respect or for any loss or delay caused by events including but not limited to acts of God, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including passport and Embassy officials). Further, in case of rejection, in the event the User wishes to reapply for a visa, the same shall be treated as a fresh application, and the User shall be liable to undertake the relevant actions and pay the relevant fees, as may be communicated by Scapia. It is

hereby clarified, that Scapia will initiate any re-application process, only upon receipt of express communication from the User to do so.

3. **RESPONSIBILITIES OF THE USERS**

- i. While booking Visa services, Users are advised to confirm their selected Visa offering, traveller information and travel details before completing the transaction.
- ii. The User shall provide all documents required (as communicated to the User) for processing of the visa, within the timelines communicated by Scapia and / or the Visa Operator. The User undertakes that the submitted documents shall be genuine and any information provided by the User shall be true and correct. Scapia and / or the Visa Operator shall not be responsible to verify the genuineness or accuracy of the documents or information submitted by the User. The User shall provide Scapia and/ or the Visa Operator any information required for the visa application process, as may be communicated to the User from time to time.
- iii. The User agrees to pay Scapia such service fee as may be communicated by Scapia to the User as consideration for providing the Scapia Visa Services. Such service fee shall be in addition to the visa fees, Embassy charges and other similar applicable fees. The User shall pay all relevant fee at such stage of availing the Scapia Visa Services as may be communicated by Scapia.
- iv. The User agrees that any additional charges, including for collection of documents, courier charges, shall be in addition to the service fees charges by Scapia.
- v. The User understands that any visa fees, Embassy charges and other applicable charges as applicable, are not under the control and discretion of Scapia and are subject to change from time to time. Scapia disclaims any liability with respect to any changes imposed to the visa fees, Embassy charges and other applicable charges as applicable, by any Embassy and / or government authority at any point of time. In case of any such changes, the User shall be liable to pay the revised rate of applicable fee, as on the date of visa application submission, to proceed with the processing of the Visa application. The User also agrees that in the event any fee is revised by the relevant Embassy or governmental authority after payment of fee by the User but before submission of the visa application, the User shall be liable to pay all differential amounts to Scapia.
- vi. Users are advised to reach out to Scapia and / or the Visa Operator(s) to find out any additional information or documentation requirements that may be required for their Visa application.
- vii. Scapia and / or the Visa Operator may require the User to furnish additional information and / or documentation and may require the User to visit the physical outlet of Visa Operator for such purpose.

- viii. The User understands that once all necessary information is provided, relevant fee is paid, visa application form is filled and submitted to the relevant Embassy, the User may be required to provide further information to such Embassy, including during any face-to-face interviews / meeting. Scapia shall not have any role to play in such request for information, and Scapia may only (when applicable), provide convey details about such meeting or information, as may be communicated by the Visa Operator.
- ix. In the event the User has any grievances in relation to the visa application, the User shall approach Scapia in relation to such grievance in the manner set out under the Terms of Use.

4. **CANCELLATION OF VISA APPLICATION**

- i. Cancellation of Visa application can be done either through the User's login in the Scapia mobile application, or by contacting Scapia's support representative at support@scapia.cards.
- ii. Any cancellation is subject to such cancellation charges as mentioned on the booking confirmation and/or as set out in the Visa Operator's policies.
- iii. No cancellation or refund is possible for a visa application once the User has provided its confirmation for the final visa application.