

# TERMS & CONDITIONS

Cancellation made	Charges
<b>45 days or more prior to departure</b>	<b>forfeit Deposit Fees</b>
<b>30 days - 31 days to departure</b>	<b>25% of the tour price</b>
<b>30 days - 15 days to departure</b>	<b>50% of the tour price</b>
<b>14 days and less</b>	<b>100% of the tour cost</b>

## 09. CANCELLATIONS DUE TO VISA REJECTIONS

It is convenient and safe to have the visa applications made to the concerned consulates/Authorities through the company. Granting or rejecting visas and immigration clearance is the sole prerogative of the concerned sovereign governments; the company shall neither be responsible in case of non-granting of such documents nor liable for any delay, denial or other related act/omission or for any loss, expense, damage or cost resulting there from. You should ensure that you submit the relevant documents and photographs within the stipulated time as mentioned at the time of booking of the tour. The cost of processing visas is not included in your tour price unless provided otherwise. The visa fee when prescribed includes the actual visa charge, cost of processing fees, the professional charges of the Company and overheads. Even if visas are rejected, the stipulated fees of the Company shall be payable by you. There would be no refund, if anyone is unable to travel due to the said reasons. No claim whatsoever shall be made for the same and the cancellation schedule shall be applied in addition as applicable. If the passports are required to be mailed for visas to different cities, company would mail the passports by reputed courier. In case of loss or delay of the passport arising out of such transmission, company would not be responsible to compensate the holder for any loss whatsoever.

The position in respect of cancellation of Tour by you due to non-availability of travel documents would not change only by virtue of your having applied for such documents through the Company. In the event that a client is unable to travel on the tour originally booked by him, due to rejection of visas by the concerned embassy, the Company may in its discretion offer such client an option to postpone his tour to other available date or transfer his booking to any other tour. In such case the transfer fee for the transfer of the tour shall apply. In case the Client declines the offer, the cancellation schedule shall apply.

## 10. HOTELS

AFC Holidays have selected hotels which are comfortable and convenient.  
AFC Holidays will do the best to book you in a hotel at or close to the city centre, subject to availability and travelling time.  
The hotels will either be those shown in the itinerary or similar category. However, there will be cases wherein the hotel will be located outside the city. We cannot guarantee the availability of adjoining rooms / interconnecting rooms / non-smoking room / rooms on the same floor etc. If you seek a change in rooming while on a tour, the same will be subject to availability and you will need to pay any additional charges if applicable. Due to prevailing weather conditions in Europe most of the hotels do not have air-conditioners or fans. We will not be responsible for any loss or theft of any personal items we recommend passengers to take care of their own personal belongings. Passengers need to be very careful of pick pocketing as it's a common observation made by the passengers travelling to Europe. AFC Holidays will not be responsible for any damages made by you to the hotel property however please take care when you use the hotel lockers/Refrigerated items/telephones/television restaurants etc usage of certain services may be chargeable. Most of the hotels in Europe operate as per the hotel standards applicable in the location.  
Maximum occupancy in Double room is 2 person. Company may allow addition of extra bed based on the standards applicable in the operating countries. Extra bed occupancy will vary depending on establishments. You may be provided with extra bed as roll away bed/ sofa cum bed/ extra bed as per the hotel operating standards in the country. It is also important to note that in some countries Double room would consist of 2 twin beds put together. AFC holidays will ensure that the hotel operates as per the applicable hotel standards in the country of origin.

## 11. CHECK IN CHECK OUT TIME

Generally the check-in time is 2pm and check-out time is at 12 noon. (This may vary depending on hotel policy). Early check-in and check-out will be subject to availability and will not be guaranteed.

Please note the rooms in Europe are very small the hotels would not permit more than 3 passengers in 1 room.

Your Accommodation will be based on twin and triple sharing basis if a passenger wishes to travel single then there will be an additional surcharge.

## 12. AIRLINE FROM AFC

Once the tickets are issued, any voluntary cancellation made before departure will incur an airline cancellation fee plus the agency service fee. Please note that cancellation fees vary from one airline to another. If cancellation is done after departure, the ticket will be strictly NON-REFUNDABLE. We shall also under no circumstances whatsoever, be liable to you or any person travelling with you, for loss of baggage by the airline, failure to provide meal of your choice by the airline, denied boarding or down-gradation due to overbooking or any other reason, failure on the part of the airline to accommodate you despite having confirmed tickets, failure to provide standard quality or quantity of meals offered by the airlines, flight delay or rescheduling, flight cancellation, changes of flight schedule or routing, change of airline mentioned at the time of booking. In these circumstances, we will not be liable for the injury, loss or inconvenience suffered by you, but you will be free to pursue the concerned airline. However, if you have availed Travel insurance you could refer to them for further claims depending on the insurance coverage.

AFC Holidays' Escorted Group Tours are operated as group seating, based on which your seating is received. Airline will allocate the seating as per the availability for AFC Holidays group. It is the passengers responsibility to check the boarding passes to review family seating together.

## 13. BAGGAGE

Client travelling on a holiday package prepared by AFC Holidays would be subject to airline restrictions on baggage weight which may differ from 23Kgs or 30Kgs for Economy class and check in baggage of 7kg. For exact/accurate information we strongly recommend you to refer to the e-ticket or the airline website. We recommend passengers to take care of their own baggage's AFC Holidays would not be responsible for any loss or theft of valuables on tour as it's the responsibility of the client to take care of their own belongings. Advisable if passengers could keep their valuables in the lockers when they are at the hotel.

## 14. PUNCTUALITY AND DISCIPLINE

AFC Holidays in no circumstance would be liable for a client missing his or her sightseeing, in the event if a client misses on any part of the sightseeing or any such tour due to delay on his part, he will not be entitled to claim refund on the same. We advise all passengers to maintain discipline and punctuality when they are on tour.

AFC Holidays reserve the right to withdraw tour membership from anyone whose behaviour is deemed likely to effect the smooth operation of the tour or adversely effect the enjoyment or safety of other passengers.

## 15. MEALS

There is a pre-set menu for meals depending on the tour program.

Packed meals are served at some places. The Company reserves the right to change the menu and arrangements of the meals without assigning any reasons.

## 16. TIPS & GRATUITIES

Tippling is mandatory in all parts of the world for services rendered (e.g. porters, coach drivers, tour leaders, guides etc). The amount would depend on the country of travel. Driver's tips will be paid in AED to AFC Holidays.

## 17. TRAVEL DOCUMENT

We will advise you about passport and visa requirements applicable for travel. However, such requirements are subject to change and it is your responsibility to check current requirements with the appropriate Embassy or Consulate before departure. It is your responsibility to obtain all documents required for your holiday, to ensure that these are in proper order and to take them with you. We will not be liable if you fail to do so and you will be responsible for meeting any additional costs incurred by reason of such failure. On receipt of travel documents, you have a responsibility to check all documentation and tickets to ensure that all the names and details are correct and correspond with your passports. We own no responsibility whatsoever, if your tour is impacted due to your travel documents.

## 18. SPECIAL REQUEST

Where special requests for room allocation, diet consideration, handicap assistance on tour / hotel / transportation etc. are made in writing at the time of booking, every effort will be made to try and deliver. However, the Company will not be held liable/responsible for claims of damages or consequential loss if such requests are not honoured. In case of persons with special needs, it is necessary that a qualified companion accompanies such a person. Regrettably, the Company cannot endow any aid for walking, dining, getting on and off from vehicles, Medical assistance and for other personal needs etc. to any of the tour participants.

## 19. HEALTH & INSURANCE

Any medical history that may affect the clients' ability to enjoy the tour must be informed to AFC Holidays at the time of booking. In the event of a medical condition having not been disclosed, AFC Holidays shall not be liable to provide any assistance or refund the money. It is mandatory that the client be covered by a certified and registered overseas travel insurance company that covers risk of life, limb and property during the entire duration of the tour. AFC Holidays will not be responsible for any loss of life or property. AFC Holidays have partnered with Leading Insurance firms to provide one of the best insurance cover. Please check with the sales consultant for details about the same. IMPORTANT: All claims have to be opened directly by the Policy holder and Insurance Company and are to be settled as per the travel insurance partner's policies/procedures and AFC Holidays have no say whatsoever in curtailing/amending/deviating or representing guest claims.

## 20. ZERO TOLERANCE OF ALTERATION IN TERMS AND CONDITIONS

No one including employees, agents. Passengers have the authority to deviate/alter/waive any specification, demonstration, term and condition set forth in this document. Any assurance given by the above mentioned parties in any mode of communication be it verbal/writing/mobile message which is contrary to this document shall not bind AFC Holidays in any manner.

## 21. PROMOTIONS/OFFERS/SCHEMES

Please note that in case of special Offers/promotions/scheme's the terms and conditions pertaining to the same will apply if any. Any promotion which is not availed by the client cannot be compensated in any manner whatsoever. You are to adhere to payment terms and schedules in order to be eligible for the said Promotions/Offers/Schemes. Any failure to comply with payment and other deadlines will reject your eligibility to avail benefit under such Promotions/Offers/Schemes. All Promotions/Offers/Schemes on tours will be counted within the passenger travels. In the event of cancellation/ curtailment of any manner to the initial tour booked, scheme will be nullified. Once chosen the above said Promotions/Offers/Schemes cannot be changed nor compensated and has to be utilised within the year of initial booking.

## 22. MINIMUM PARTICIPATION

All tours specified in our range of escorted tours are subject to a minimum participation of paying adult participants. If the minimum requirement to operate a tour is not met we reserve the right to amalgamate/amend/vary/alter/cancel without incurring liability to compensate in any manner and an intimation on the same will be provided 10 days prior to your travel. You will receive an option to travel as an individual traveller and not as a group. In such cases we reserve the right to charge you an additional amount as per individual traveller rates. In instances like these you may not be provided certain services which would have been provided in a group while includes the service of a Tour Manager. Minimum participation criteria may apply on optional tours, as such we reserve the right to cancel the optional tour and refund the amount or proceed with the optional tour with an additional pro-rata amount.

## 23. AMENDMENTS

In cases of curtailment/cancellations, any new request for amendment/cancellation of arrangements will be regarded as a Fresh booking and will be subject to availability and a fee for the same will be charged. If changes of the above type are made during the cancellation period (refer table under pt. 8) it will attract penalties and cancellation fees as per policy.

Amendments made -Date change	Penalties on Main tour	Amendments made - Date Change	Penalties on Free Tour
60 days or more prior to	AED 250 /per change	90 days or more prior to departure (*only one change)	0 AED for first request. Next request will be charged at AED100
59 days -46 days to departure	AED 500 /per change	89 days -46 days to departure (*only one change)	AED 250 /per change
45 days and less	As per T&C	45 days and less	As per T&C

Amendments made - Name Change	Penalties on main tour and free tour (where applicable)
30 days or more prior to departure/departure	AED 300/per change

Any request following under below will be subject to surcharges and availability:

1. Date / tour change prior to departure
2. Date / tour change while on tour
3. Change of airline prior to departure (Not applicable once services are issued)

## 24. REFUNDS

AFC Holidays will refund the passengers taking in consideration several aspects of the tour based on factors like the number of participants, the cancellation policies of suppliers like the hoteliers, Airline, Embassy, coach operators etc... It would take at least 7- 45 working days to process the refund (if due).

It is clearly understood that there shall be no refund whatsoever if the client does not utilize any of the services like hotels, sightseeing, rides, cruise, meals, entrance fees, optional tours etc... while on-tour due to any reason whatsoever such as late reporting, health issues etc. The client would have to follow the tour program and return to Dubai as per the validity of the air ticket. There shall be no refund if the client fails to join at the commencement of the tour.

All refunds have to be collected within a maximum of 45 days from the refund processed; any claims not made post the same will be terminated, unless notified.

The refunds will be processed based on the mode of payment used at the company, if any transaction is made by credit card the refunds for the same will also be debited back to the Credit card. It is the sole responsibility of the customer to follow up with the bank concerned.

## 25. VISA PROTECTION PLAN

AFC Holidays offers to refund any payment made towards your Tour Booking in the event your Visa is rejected up to 45 days prior to the departure date. Cancellation of the tour has to be informed to AFC Holidays in a written email before the above deadline. The same shall be processed after deducting the visa Charge, Visa assistance fee, insurance charge and any other cost that AFC has incurred towards handling the booking. Please note, if Embassy has not released the passports 30 days before departure then AFC holidays shall not be liable for the same.

VPP PLAN	Penalties on Main tour	VPP PLAN	Penalties on Main tour
<b>Silver</b>	AED 350 per person	<b>Gold</b>	AED 500 per person
VPP validity	Upto 45 days prior	VPP validity	Upto 20 days prior
44 days and less	As per T&C	19 days and less	As per T&C

## 26. PRIVACY OF INFORMATION

We treat all information furnished by you as confidential and will share only the necessary information with airline, hotels and other service providers who will provide service during your tour. However we may be constrained to disclose information furnished by you if such disclosure is required by law and by order of a court.

## 27. SCOPE OF ACTIVITY

AFC Holidays is engaged in the business of travel and holiday organizing and does not control or operate any airline, neither do own or control any shipping company, coach or coach company, hotel, transport, restaurant, kitchen or any other facility on the tour. We shall not be liable for any damages caused to you due to reasons beyond the control of AFC Holidays (Force Majeure). Any delays/overstay expenses which occur due to Force Majeure shall be borne entirely by you. On behalf of the persons booked, I/We have read, understood and accepted the Terms and Conditions. I/We being duly authorized by the said persons do hereby agree and accept the same for self and on behalf of the said persons.

Name: \_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/2018

## 01. DISCLAIMER

All the information given in the brochure and published on the website is based on the information available at the time of publication. We reserve the right to change any information before or after you booking the tour due to any events beyond our control. In case we are aware of any changes sufficiently in advance we will inform you at the time of booking, otherwise our customer care team will inform you of the changes. Major road works may necessitate route changes and may cause us to make changes in the itineraries.

## 02. YOUR CONTRACT WITH AFC HOLIDAYS

All our products detailed in our website and sold to our esteemed clients are subject to these terms and conditions and the same shall govern the contract between the company and the Tour participants, once the company has received the specified non-refundable interest free booking amount. Please read carefully and understand the contents of the tour brochure /itinerary, the terms and conditions. Any person representing you and acknowledging for and/or behalf of the person named in the booking form/ online booking tool is deemed and construed to have duly Authorized you to acknowledge our T&C (Terms & Conditions) on their behalf. The acknowledging of the booking form/ online booking tool and the terms and conditions by the client or by you shall reconfirm the acceptance of the terms and conditions contained herein by the clients in totality. The company has the right at any time or for any reason to terminate this contract after acceptance of deposit but prior to the commencement of tour without assigning any reason whatsoever. No person other than the company, in writing has the authority to vary, add, amplify or waive any stipulation, representation, term or condition in the brochure/ website/ online & offline booking tools. Amount paid towards a group tour on AFC Holidays cannot be shifted to a customized package. Unused bookings will not get carried forwarded to next calendar year.

## 03. PRICING, PAYMENT POLICY/TOUR CONFIRMATION

The company shall decide the prices of the respective tours from time to time and the relevant price list will be furnished on online & offline tools from time to time. The said price list shall include the price of the tour payable by you to us and the maximum price at which the said tour can be sold to the end user. In any event you shall not sell any product at a rate higher than the maximum retail price fixed by the company. (Travel agents) The Prices quoted in our brochure and our website have been calculated at the rate prevailing at the time of printing and publishing. The company reserves the right to amend the prices published depending on the situations like best available prices, real-time inventory estimation, fluctuating ROE/fuel surcharge /Price hike in the airline/peak season charge from the suppliers before the departure and so on.

## 04. FORMS OF PAYMENT

Tour offered by AFC Holidays is inclusive of all relevant prices and all government taxes which do not have to be paid locally (excluding UAE VAT & taxes where applicable). The acceptable forms of payments are cash, cheque, credit and debit card. All online bookings will attract a booking fee.

Cash: We shall not accept any other currencies, except for UAE Dirhams.

Cheque: The cheque has to be addressed to Apollo Flight Centre, must be signed, and has to be dated on the same day of payment.

Credit Card/Debit Card: We honour and accept Visa and Master Card. Please be informed, however, that we do not process credit card payments over the phone due to security reasons. The card holder needs to come to our office personally to sign the credit card slip.

## 05. PAYMENT POLICY

It is important to adhere to the stated payment policy below to ensure that all the elements of your Tour Package such as the air tickets, hotels, etc., are blocked and confirmed. Failure to follow this policy, will forfeit the initial payments made. The initial payment will serve as your confirmation of the package. This will allow us to block your hotel and flight tickets. It is also very important to note that full payment of the entire package cost should be done 30 days prior to departure. In cases wherein the Tour Package was availed and confirmed within 30 days of the tour, the 100% of the Tour Cost should be given as initial payment, including the Visa Fee and Insurance Fee. If the final payment is not made on time, there will be an extension of 1 week at a penalty rate of AED250. Delay in the final payment including 01 extension will result in tour cancellation.

First payment	AED1000 Non refundable deposit. (upon booking form filled)
Second payment	<b>35% of full tour cost + (Visa fees + Insurance if any) (Before Visa appointment is taken or 45 days prior to the departure, whichever is earlier)**</b>
Final payment	<b>100% of Tour cost including all additional ( 30 days before departure date)**</b>

## UAE VAT & APPLICABLE TAXES

Your tour cost excludes applicable taxes. Any change in applicable taxes will be borne by the consumer and in compliance with the UAE governing laws applicable for taxes.

## 06. TOUR CONFIRMATIONS

On receipt of your completed booking form and the applicable payment, AFC Holidays will issue a confirmation invoice, and it is at this stage that a binding contract comes into existence between you and AFC Holidays. Please note, though, that if you book a tailor-made itinerary or an extension to a brochure tour your accommodation, flights etc. will only be requested by us once your booking form together with a deposit has been received. Your confirmation invoice, in this instance, will indicate your requested package cost and you will be advised of any accommodation, flights etc. Which are still on request and not confirmed at the time the confirmation invoice is issued. It is your responsibility to check the confirmation invoice carefully and to let your travel consultant know immediately in the event of any error. Travel documents will be handed over to the passenger good time before the departure of your holiday (approximately 7 days before departure).

## TBA Bookings

From the date of booking upon the payment of the initial deposit you are entitled 21 days to confirm a particular tour package. After 21 days the booking will be cancelled from the system automatically and the initial deposit will be forfeited.

## Free Package (If applicable)

If you have got a free package, date/package once confirmed can only be changed 30 days prior to the departure date by paying penalties. Free package is offered only to the clients who have booked the paid package. If you want to replace any passengers from the original booking then there will be a charge of AED250/person. Need to inform 30 days prior to the departure.

Free package can be used only after making full payment for the main tour and has to be utilized during the calendar year the main is booked. No extensions will be allowed and it is the sole responsibility of the passenger to ensure the service is booked during the dates offered and/or published by the Company.

## 07. PRE -POST TOUR/AIRLINE EXTENSIONS

You can opt for your Pre tour and post tour accommodation from your consultant/travel agent at the time of booking separate rates will be applicable.

## 08. CANCELLATION POLICY

Cancellation of the bookings by AFC Holidays :- We reserve the right to amend or cancel a tour booked by you, without assigning any reason. Such amendment or cancellation may be due to circumstances beyond our control. In such cases, you would have the option of travelling as an individual traveller, but not as part of the original tour. If the alternative date / tour is not acceptable or you do not wish to travel as an individual traveller, we would refund the money paid by you after deducting the expenses incurred by the company on visa documentation, insurance premium and other overheads/administrative charges applicable, within a period of forty five days from the date of amendment or cancellation. However, we would not be responsible or liable to pay any compensation or damages or consequential loss or to refund any other expense incurred by you. In the event of the company exercising its rights to amend/alter any tour or holiday advertised in their website after the tour has been booked but prior to departure, the client shall have the option to continue the tour or holiday as amended/alter or to accept any alternative tour or holiday which the company may offer.

In any of the above cases the Company shall not be liable to the Client for any compensation or damages or consequential loss or to refund any other expense incurred by you.

## CANCELLATION OF THE TOUR BY THE CLIENT:

Should you wish to cancel your tour you must notify AFC Holidays in writing. Such notification shall be deemed to have been given to us only on that date of the receipt of your letter/email, since we can act only on receipt of the same. Please state the reason for your cancellation as you may be covered by your insurance policy. Cancellation will be as per the cancellation policy mentioned in the table and any refund will be processed after deducting from the main tour cost, visa charges, insurance charge and any other cost that AFC has incurred towards handling the booking.

# TERMS & CONDITIONS FOR ONLINE PAYMENT

These terms and conditions apply to the payment of all your tour cost by credit card ("Payment"). We may modify these terms and conditions at any time and any such modified terms and conditions will apply to you from the date that such modified terms and conditions are posted on our website. It is your responsibility to review these terms and conditions before making any online Payment. We may terminate credit card payments at any time by notice published on our website.

1. **Use of credit card:** We accept major credit cards, and the credit card holder must be one of the passengers. We accept VISA and Mastercard credit cards issued in \_\_\_\_\_ (UAE OR Middle East). Your credit card will be debited when you click on the 'Purchase Now' button. Please note that making Payment with another person's credit card is strictly forbidden and could lead to criminal prosecution.

2. **Verification Purpose:** A copy of the credit card front and back should be scanned, self attested and emailed to us for verification purpose. Important: When sending a credit card copy, please strike out the 3 digit CVV number at the back and the date of expiry on the front.

3. We will charge your credit card in the currency as displayed on our website, If you are not using a credit card based in UAE, your credit card Issuing bank may levy a fee for transaction in foreign currency. Kindly contact your credit card Issuing Bank for further information on any fees and the applicable exchange rates.

4. **Payment policy:** The general terms & conditions of payments are applicable to online payments as well. Please note, for any bookings made within 30 days of the departure, you need to make full payment of the tour cost.

5. If you do not have a credit card, you may choose to pay in cash while visiting one of our offices.

6. **Booking Fees:** Please note there is a non-refundable booking fee of AED25 per transaction within UAE and AED 50 for outside UAE transactions.

7. **Refunds to Credit Cards:** All Credit Card refunds will be less 2.5% as card companies keep the credit card fee. General cancellation and refunds policy applies.

8. **Card payment not received/declined:** If for any reason your card payment is not received or declined by your bank/credit card company then it would be your sole responsibility to pursue the same and ensure your payment reaches on time.

9. **Confirmation/Receipts/tickets:** We will send you the booking confirmation/receipts/tickets (as applicable) only after approval of your credit card payments.

10. **Security:** We will take all reasonable measures to insure information you transmit to us using the Web Site will remain confidential and protected from unauthorized access. Despite those measures, we do not warrant unauthorized access to that information can never happen. We will not be liable for any such unauthorized access unless caused solely by our gross negligence, in which event you will be entitled to compensation up to a maximum of the value of the services purchased by you.

11. **Security Information:** To insure secure online payment and all other transactions of personal data, the Web Site uses a technology called SSL (Secure Socket Layer). SSL encrypts all communications between your computer and our server so that the information can only be read and understood by us. Usually a closed lock on your browser window shows a secure connection. For further information, please consult

your browser's security specifications. If your browser is equipped with SSL your transaction will automatically be secured. The common standard in the Internet to signal a secure site is a closed lock at the bottom of the browser. As long as the lock is displayed closed your information is secure and encrypted to avoid abuse. If you click the secure transaction link and still cannot see the closed lock, the reason may be that the window is in nested in another frame. To check that you have a secure connection (in Internet Explorer), click the right mouse button and properties, then certificates. Then you will see if the connection is secure or not. Another way (in Netscape Navigator) is to click the right mouse button and 'view frame info' at the bottom of the text you will see security information.

## 12. Disclaimer:

A. The services provided to you on our website ("services") and all information, content, materials, products (including software) and other services included on or otherwise made available to you through the services are provided by us on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the services, or the information, content, materials, products (including software) or other services included on or otherwise made available to you through the services. You expressly agree that your use of the services is at your sole risk.

B. To the full extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the services, information, content, materials, products (including software) or other services included on or otherwise made available to you through the services, our servers or electronic communications sent from us are free of viruses or other harmful components. We will not be liable for any damages of any kind arising from the use of any service, or from any information, content, materials, products (including software) or other services included on or otherwise made available to you through any service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

## 13. Disclaimer for Third Party Applications

You accept that:

A. By clicking on the CONFIRM AND PROCEED button ("Pay Button") you will be transferred to a payment portal which is controlled and operated by a third party ("Third Party Application");

B. The use of any Third Party Application is subject to the terms and conditions that apply to such Third Party Application and it is your responsibility to read, understand and comply with any such terms and conditions.

C. We are not responsible for the availability or performance of, or your use of, any Third Party Application. You assume all responsibility and risk in relation to the use of any Third Party Application (including any content therein) and we hereby disclaim any and all liability to you or any third party in relation to such use.

## 14. Personal data

Notwithstanding our Terms and Conditions & Privacy Policy, you acknowledge and accept that the personal and credit card details provided by you when making the Payment ("Personal Data") shall be transmitted to an independent third party for the purpose of processing and completing the Payment and any Standing Instructions. You acknowledge and accept that the transmission to, and the use of such Personal Data by, the third party processor shall not be deemed a breach of our Terms and Conditions & Privacy Policy and you hereby waive, disclaim and release us and our officers, directors, employees, agents, successors, and assigns, from all claims of any kind (specifically including all claims for actual, incidental, consequential, punitive or exemplary damages, attorneys' fees and costs, or claims for interest, even if we are advised of the

possibility of such damages), related to, or arising from, directly or indirectly, your use of the payment portal and any transmission and use of the Personal Data.