

# Our Terms and Conditions

By using our website, you are automatically agreeing to the Terms and Conditions as defined below. Please read the following carefully before continuing to use our website.

## Legal Definitions

For clarity, the following phrases and words are defined as shown below when used in the context of our Terms and Conditions:

- Any reference to "us", "our", "we" or "company" refers to our company and its subsidiaries
- The terms "you", "your", "yourself" and "user" refer to any individual user visiting this website
- "This site", "site", and "website" refer to [www.evisausa.com](http://www.evisausa.com)
- The phrases "service" or "services" refer to the ESTA or E-Visa application processing services we provide
- "Your information", "user information", "personal information" and "client information" all refer to any data about you, or those people you represent, that you provide to us for the express purpose of using our services
- The phrase "working day" means a day during the week when banks are open for regular business
- "Terms" refers to this site's Terms and Conditions

## Site Access

We grant you, the user, access on a limited basis provided the following limitations are respected:

- The site and its content are used for personal use only, along with any automatic caching by your browser
- None of the site or its content are used for commercial purposes
- The site is not modified without explicit permission in writing to make such changes
- None of the logos, graphics or text contained on this website are used without written permission from the company
- No framing, embedding or other techniques are placed on the site, its elements or pages
- No meta tags or hidden text are permitted using our trademark or name in any other website or page without written permission from the company
- External links to our home page are permitted provided the link in no way represents the company or site and is not deemed to be derogatory or offensive
- No site content is copied, either by hand or through automatic means (including robots or data mining), and made available to other organizations, businesses or commercial operations

- Any permissions or restrictions in the above apply to all content and elements of this site and may be revoked at will

## **ESTA Application Processing**

It is the sole responsibility of any traveler to find out whether a visa is required for you to visit another country before you travel. Depending upon a US

travel authorization (ESTA - Electronic System for Travel Authorization) when visiting the USA. To obtain an ESTA you must provide certain details about yourself, your passport and your reason for visiting the country.

Our website provides online application forms with all the questions you will need to answer in order to submit an application for ESTA. Part of our specialized service is to review the answers you provide, along with your information, before we process and submit the application on your behalf. If we need any additional information or notice anything that may jeopardize your application, we will contact you by email. Please note that any verification of information will delay the processing period.

Once we have ascertained that the information you have provided is valid and complete, we submit your application to the US government department for approval. If for any reason your application cannot be submitted for processing, we will inform you and refund your payment in full.

As a part of our service, we may edit the addresses submitted to match an international standardized address format required by the US government. The addresses edited on the Travel Authorization (ESTA) may be shown under CONTACT INFORMATION, TRAVEL INFORMATION and EMPLOYMENT INFORMATION.

To receive a response to your ESTA application can take up to 72 hours. However, we advise all travelers to begin the ESTA application process as soon as possible, and at least 7 days before your departure in order to allow time for any unforeseen delays or problems.

## **What We Offer**

We offer to process and review electronic travel authorization applications for visits to the USA. Please note that our company and website are privately owned and operated. They are not connected with any government department, agency or bureau. During the online application process, there are several fields which are mandatory to complete in order to submit a complete travel authorization (ESTA) application for review and processing. All visitors to our website have the option of lodging their applications directly on the official government portal without our assistance. The application cost for a US travel authorization is currently USD \$ 14.00 charged directly by the US government. By providing us with your data to complete our service, you warrant that you are over the age of 16 or have parental/guardian consent to submit the application on our website.

## Your Responsibilities

It is the sole responsibility of any traveler to comply with all requirements regarding their visit to a foreign country. You are required to answer all questions honestly and fully when making your travel authorization (ESTA) application. If any information is incorrect, you may not be allowed to board a flight or vessel, or you may be refused entry to your intended destination country. In this instance our company cannot be held liable for any subsequent costs or inconveniences.

## Payment for our Products and Services

There is no charge to access our website, view our products/services or ask questions. However, we do charge for verifying, processing and reviewing applications. Before you start an ESTA application, we will clearly inform of the service fee and total price. All individual travel authorization (ESTA) applications processed are charged at USD \$ 88.00 each, which includes the US government mandatory fee of USD \$ 14.00. For verifying and reviewing existing travel authorizations, we charge a service fee of USD \$ 39.00. There are no other fees charged. By completing the steps and clicking on the payment button, you agree to the fee charged by our company. Payment can only be made by credit or debit cards. All major brands are accepted including Visa and MasterCard. The cost of the service or product will be charged in U.S. dollars (\$). Cards in currencies other than U.S. dollars will have our charge converted using the bank's exchange rate. The transaction may also incur additional fees or card-use charges levied by the card provider. We have no influence over such additional fees.

## Our Contract

All orders made on our website consist of a mandatory application process with questions and payment information that must be completed by all

order him/herself, or on behalf of the traveler. We accept the offer to process the travel authorization once the complete application and payment are submitted. The order is accepted by us once we dispatch the email with the approved travel authorization. Purchasing our processing service indicates that the Terms and Conditions are accepted. This contract can be concluded in English or the language selected when completing the order. You have the option to withdraw from this contract by formally informing us in writing BY SUBMITTING THIS [WITHDRAWAL FORM](#) after payment is made.

### 1. Your right to withdraw

You can request a refund if you do not find either our product or the service we provide to be satisfactory. Under the terms of our refund policy, you are able to withdraw from your contract whenever you want. In order to exercise [this right](#), you must email our customer service team at [info@evisausa.org](mailto:info@evisausa.org), formally informing us in writing that you have the intention of [withdrawing](#) from the contract.

## 2. **The result of withdrawal**

Should you choose to withdraw from this contract, you will be reimbursed for all payments made. Your payments will be reimbursed using the same mode of payment by which you first made a payment. All transactions are conducted in United States dollars. Your refund will be issued in US dollars and posted within two working days of your written request for withdrawal from your contract. Once you have received the payment, your bank or credit card company may convert it to your local currency. You will receive the same USD \$ amount as charged in return.

If your payment was done via credit card, we will issue your refund to the same credit card used in the initial transaction. No refunds can be made by money order, cheque or cash. There is no charge to request a cancellation request.

## 3. **Withdrawal information**

When sending your written request for withdrawal from the contract by email to [info@evisausa.org](mailto:info@evisausa.org), you must include the following details:

- The reason you are requesting the refund
- Your order number (contained in the email message you received confirming your order)
- The last four digits of the credit or debit card you used to pay for your order
- Your name, as it originally appeared in the billing information provided

## 4. **Addendum**

We are a private company, and have no affiliation or connection with any government. If your electronic travel authorisation (E-Visa) is declined when we apply for it on your behalf, we are liable for the financial responsibility. Exclusive and final discretion to grant or refuse admission to your country of destination lies with the customs officer at your port of entry.

## **Phone Communication**

By providing us with one or more phone numbers during the application process, you are consenting to receive phone communication related to the processing services offered on the website. The telephone communication can be in form of text messages, customer service calls, prerecorded and/or artificial voice message calls. Calls and messages may incur additional fees by your cellular provider. We will never sell or use your phone number(s) for any other purposes. The phone number(s) you provide is solely used to support the processing request and deleted permanently once no longer needed.

## **Data Collected and Deleted**

We utilize a web analysis tool to improve our services, optimize the website, h  
statistical data is considered 'non-identifying' and can include the browser version, screen resolution, time of visit, referring site and similar type of

generic information. When you use our website, you automatically consent to all such collecting, processing, and transmission of non-identifying data

We collect identifying data provided by you on a voluntary basis during the application form on our website. We require this information/data in order to review and process your travel authorization (ESTA). You consent to data processing upon pressing the appropriate button or making the appropriate mark on the application form. The data you provide will only be used to process the travel authorization (ESTA). Our company will not use your data for any other reasons unless legally required. Your information will be deleted from our database once the service is concluded and no longer deemed necessary to keep for customer service reasons.

## **Rejection of ESTA Application**

If for any reason we are unable to process your application, you may submit another application using a different service provider. Alternatively, you may visit the relevant government website and submit an application yourself. The final decision to approve or reject any ESTA or E-visa application lies entirely with each government. If your application is denied, we recommend that you get in touch with the embassy or consulate representing the country you wish to visit. They will advise of how to obtain a regular visitor visa. This process may take longer than a regular E-visa application. Extra time should be allowed for possible delay.

In exceptional circumstances, a government may choose to withdraw approval for an Electronic Travel Authorization (E-visa or ESTA) after it has been approved. In certain situations, approved authorizations are changed the status of from 'Approved' to 'Not authorized to visit with an E-visa'. Even if your application is approved, it is only an authorization to travel. It does not guarantee entry into the country you are intending to visit. The final decision lies with the Customs and Immigration Officer when you arrive at the port of entry. We cannot take any responsibility for any losses incurred if a decision is made to decline or withdraw approval for you to enter a country. We cannot be held liable for any costs or claims resulting from such a change of status decision.

## **Website Ownership and Accuracy**

As a responsible company, we do everything possible to ensure that the information provided on our website is accurate and up-to-date. However, it may be possible for some statements to include errors, oversights, outdated or missing information and we do not accept liability for any problems or financial losses that may be incurred as a result. This includes both our company and/or this website, whether the problems are material or immaterial, directly or indirectly arising from the use or access of the website and the information contained therein, including technical errors or other reasons.

The information we provide is based on publically available information and on our first-hand knowledge of ESTA and E-visas. The website content, products and materials are all provided on an 'as-is' basis and offers no

warranty or guarantee of any kind, whether express or implied. We refute any and all warranties to the greatest extent permitted by existing law. This includes, but is not limited to, implied warranties, suitability for the purpose intended, sale-ability or non-infringement. The company in no way warrants or represents that any of the products, functions or services provided by our site are free of interruptions or errors. We cannot guarantee repair of any defects, or that the site and its servers are free of harmful components, viruses or malware. Our company cannot make any representations or warranties regarding use of material provided on this site regarding its accuracy, reliability, adequacy, timeliness, correctness, usefulness or any other functions. In some cases, the above exclusions and limitations are not allowed by certain governments so some of the above limitations may not be applicable to you.

The information provided on this website is intended to be used solely for personal and non-commercial purposes. Users are permitted to download content and store it on their personal computer, provided their use does not alter any trademarks or proprietary notices to copyrights. The information is not permitted to be redistributed, whether in the original language or as a translation.

In the case that you were directed to our website from a third-party website, our company cannot be held liable for their sites, use or content. They are beyond our control. If you choose to use any other provider or third party site, we advise that you read their privacy policy, terms and conditions as we cannot take responsibility for their content and services provided. When we offer links to third-party sites, we take every precaution to ensure that those sites do not violate any laws. However, it is not possible or reasonable to expect that we can make an ongoing review of such sites. We choose only to link to websites where we have not detected any legal violations. If we do notice any violations or misconduct, we immediately take steps to remedy the situation for the safety of our own users.

## **Business Information**

JSC ETS Travel: Avtomshenebeli Street 88, Kutaisi 4600, Georgia

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Kutaisi 4600, Georgia

## **Copyright Information**

The content of this website and the site itself are protected by international copyright law and the copyrights laws governing each of the companies we choose to do business with. Anyone found violating those copyright laws without written consent from us will have legal action taken against them. This applies to design and content of the entire site and all elements and files within, including graphics, text, media files, forms, documents, stored data, page elements and associated software. These are all protected by international copyright laws and remain the property of our company at all times.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## **Contacting Us**

Visitors are invited to contact us by email: [info@evisausa.org](mailto:info@evisausa.org) Do not send any documents or passports to us by regular post. By contacting us via email or through our website, you are agreeing that such communications are legal and lawful. You specifically allow for processing of the data we receive from you including the email text itself and view of any attachments. We reserve the right to communicate officially with users solely by email or through the website. If you are unable or unwilling to communicate with us by email, it may affect the service we offer resulting in a cancellation of your order. We cannot be held responsible for any lost or deleted application information if you choose to not communicate with us.

## **Feedback**

We encourage all customers to provide feedback in order to resolve any matters and improve our services. Please email us at [info@evisausa.org](mailto:info@evisausa.org) and write "Feedback" or "Complaint" in the subject field for immediate attention and resolution. We will prioritize your comment thoroughly and respond within 2 days.

## **Complaint Handling Policy**

The purpose of our Complaint Handling Policy is to address any dissatisfaction with the service provided. As a company we are committed to resolve any issues which are deemed to require a response. A complaint may be submitted in writing or orally.

Certain types of complaints may be considered as negative feedback which does not require a follow up response. We do appreciate feedback, positive or negative, to improve our services. However, this Complaint Handling Policy is only related to feedback which require a response. There is no cost to submit a complaint.

All complaints will be addressed the same day and followed up with accordingly. The complainant will be informed of the progress accordingly in a courteous manner. Our goal is resolve the issue and come to a solution that is fair for both parties. If we are unable to resolve the issue at hand within a reasonable timeframe, we will seek an alternative dispute resolution to negotiate and mediate the issue.

When making a complaint, please include as many details as possible in order for us to understand your problem and situation. Any supportive documentation may be included for reference. If you are not sure how to formulate the complaint, please contact us via email ([info@evisausa.org](mailto:info@evisausa.org)) and explain briefly the issue. We will do our best to resolve the issue.

Please email us at: [info@evisausa.org](mailto:info@evisausa.org) and write "COMPLAINT HANDLING POLICY" in the subject field for immediate attention.

## **Termination of Service**

We reserve the right to terminate our service with you for any reason at any time. This includes applications for ESTA and E-visas. If we discontinue or cancel our service to you, this will also include termination of your access to  
llation  
of your personal online registration.

## **Future Changes**

It is the user's sole responsibility to read and review all our Terms and Conditions. We reserve the right to change such Terms and Conditions without prior notice, for any reason. This may be due to changes in the law, security considerations or changes to the products and services we provide.

*Page last reviewed: 25 May 2018*