



# TERMS & CONDITIONS

## 01. DISCLAIMER

All information specified in this document and publishes is based on information available at the time of publication; BestHoliday.Deals (A subsidiary of AFC Holidays) reserves the right to change any information before and after transactions that should occur due to events beyond our control.

## 02. YOUR CONTRACT WITH BESTHOLIDAY.DEALS BY AFC HOLIDAYS

All products detailed in our website and sold to our esteemed clients are bound to stipulated terms and conditions and the same shall govern the contract between the company and its clients, once the company has received the specified non-refundable initial booking amount. Please read carefully and understand the contents of the tour brochure/itinerary, terms and conditions. Any person representing or acknowledging in behalf of persons named in the booking form or online booking is deemed to have been duly authorized to acknowledge and accept with the Terms and Conditions in totality. The company has the right at any time, for any reason to terminate the contract after acceptance of deposit and before tour commencement without assigning reason whatsoever. No persons/other than those affiliated with 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 BestHoliday.Deals cannot be shifted to a customized package. Unused bookings will not be carried forward to the 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 and offline tools from time to time. Respective price list shall include the price of the tour payable by the client to us and the maximum price at which said tour can be sold to the end-user. The company's products cannot be sold at higher rates than the maximum retail price fixed by the company in any event. The prices quoted in the brochures and websites have been calculated at the rate prevailing at the time of print and publishing, real-time inventory estimation, fluctuating ROE/fuel surcharge/airline price hike/peak season supplement charges from suppliers before the departure, etc.

## 04. FORMS OF PAYMENT

Tours offered by BestHoliday.Deals 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 payment are cash, cheque, credit, and debit card. All online bookings will attract a booking fee. We shall not accept any other currency other than UAE Dirhams. Cheques must be addressed to Apollo Flight Centre, signed and dated on the same day of payment. We honour and accept Visa and Master Card. Please be informed, however, that we do not process card payments over the phone due to security reasons. The cardholder needs to come to our office personally to sign the credit card slip.

### SUPER SAVER DEALS

- Travel Dates: Your selected date is currently subject to availability & shall be confirmed only once booked on a waitlist
- Payments: 100% payments in full to confirm your waitlist booking
- Cancellation: 100% non-refundable

### 1. Date Selection/Confirmation

- AFC has noted your desired travel date & looking into the same
- Please be informed that your current booking is on the waitlist at the moment & our Team shall confirm to you soon about confirmation on your desired travel date as soon as possible
- Due to demand if your desired date is not available then we will let you know the next available date we can confirm to you in the same price or at a minimum possible surcharge applicable if any

### 2. Amendments

- Name / Date Change penalty would be AED 500 per Person which needs to be informed 30 Days or more before the Departure Date.
- Name / Date Changes within 30 days of departure charges will be as per cancellations as per policy.
- Transfer from one Tour to another AED 250 per Person and needs to be informed 30 days or more before the Departure Date. Less than 30 days 100% cancellation applies.

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

- Date change while on tour
- Change of airline before departure (Not applicable once services are issued)
- Name change once confirmed (For air-ticket)

### 4. Cancellations:

Super Saver Deals: Please be informed once booked your booking stands non-cancellable, non-transferable, non-flexible & non-refundable. Any changes in your booking are subject to 100% cancellation charges. Please state the reason for your cancellation as you may be covered by your insurance policy.

## NORMAL TOURS ADVISED ON BESTHOLIDAY.DEALS

### 05. PAYMENT POLICY

It is important to adhere to the stated payment policy below to ensure that all elements of the client's Tour Package (i.e. air tickets, hotels, etc.) are booked and confirmed. Failure to follow this policy will forfeit initial payments made. The initial payment with serve as the client's confirmation of the package. This will allow us to block the hotel and flight tickets. It is also very important to note that full payment of the entire package cost should be done 30 days before departure. In cases wherein, the Tour Package was availed and confirmed within 30 days of the tour, 100% of the tour cost should be given as initial payment including Visa and Insurance fees. If the final payment is not made on time, there will be an extension of 1 week and a penalty fee of AED 200. Delay in the final payment including the week grace period will result in tour cancellation.

|  |  |
|--|--|
| <b>First Payment</b>   | <b>AED 500 Non-Refundable Deposit</b><br>(Upon Completion of Booking Form/31 days or more before departure date) |
| <b>Final Payment</b>   | <b>100% of Total Tour Cost</b><br>(30 Days before departure date)  |
| <b>IMPORTANT NOTE</b>  |  |
| Late Fee- any delay in payments (29 days or less before the departure date will attract a late of AED 200)   |  |
| <i>*To avoid penalties, a system-generated e-mail will be sent to notify passengers as a reminder, which may be disregarded if all payments are already settled. [ Any booking with payments left unsettled 7 days after e-mail notification will be considered cancelled and this lies in the sole responsibility of the traveller.</i> |  |

### UAE VAT & APPLICABLE TAXES

The 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 to taxes.

## 06. TOUR CONFIRMATIONS

On receipt of a completed booking form and the applicable payment, BestHoliday.Deals by AFC Holidays will issue a confirmation invoice, and it is at this stage that a binding contract comes into existence between the client and BestHoliday.Deals. Please note, though, that a tailor-made itinerary or an extension to a brochure tour's accommodation, flights etc. will only be requested by BestHoliday.Deals once the Booking form together with a deposit has been received. The confirmation invoice, in this instance, will indicate the requested package cost and the client 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 the client's responsibility to check the confirmation invoice carefully and to let their travel consultant know immediately in the event of any error.' Travel documents will be handed over to the passenger a significant amount of time before the departure of the holiday (approximately 7 days before departure).

## 07. PRE / POST TOUR OR AIRLINE EXTENSIONS

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

## 08. CANCELLATION POLICY

### CANCELLATION OF BOOKINGS ON BESTHOLIDAY.DEALS BY AFC HOLIDAYS

The company reserves the right to amend or cancel a tour booked without assigning a reason. Amendments or cancellation may be due to circumstances beyond our control. In such cases, the client would have the option of travelling individually, but not with the same arrangement as the original tour. If the alternative date/tour is not acceptable or they no longer wish to travel, the money paid will be after deducting the expenses incurred by the company on visa documentation, insurance and other overheads/administrative charges applicable within forty-five days from the date of amendment or cancellation. 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 before departure, the client shall have the option to continue the tour or holiday as amended/alter or to accept any alternative tour arrangement which the company may offer. However, 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 the client.

### 09. CANCELLATION OF THE TOUR BY THE CLIENT:

Should the client wish to cancel their tour, they must notify BestHoliday.Deals by AFC Holidays in writing. Such notification shall be deemed to have been given to us only on that date of the receipt of the client's letter/email since we can act only on receipt of the same. They must state the reason for cancellation as it may be covered by their 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.

| Date of Cancellation  | Charges Incurred                             |
|---|--|
| 31 days or more before departure  | AED 500 Initial Payment/per person Forfeited |
| 30-15 days before departure   | 50% of the Total Tour Price                  |
| 14 days before departure or less  | 100% of the Total Tour Price                 |
| <b>IMPORTANT NOTE</b>   |  |
| Late Fee- any delay in cancellations (29 days or less before the departure date will attract a late of AED 200) |  |

## 10. CANCELLATION POLICY

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 any loss, expense, damage or cost resulting therefrom. The client should ensure that the relevant documents and photographs are submitted completely and correctly within the stipulated time as mentioned at the time of booking of the tour. The cost of processing visas is not included in the tour price unless stated otherwise. The visa fee when prescribed includes the actual visa charge, cost of processing fees, the professional charges of the company and overheads. The stipulated fees of the company shall be payable by the client regardless of rejection; there would be no refund should the client be unable to travel due to the above reasons. The cancellation policy will be applied as necessary. If the passports are required to be mailed for visas to different cities, the company will mail the documents through a reputed courier. In case of loss or delays arising out of such transmission, the company will not be held liable or compensate the holder for such instance by all means. Cancellation of travel by the client due to non-availability of travel documents will not change only under having applied for such documents through the Company. If 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 the client an option to postpone his tour arrangement at another available date or change his tour arrangement in totality. The changes to be made in this instance is subject to supplemental charges as necessary. In case the client refuses to opt for another travel arrangement, the cancellation policy schedule will apply as necessary.

## 11. HOTELS

BestHoliday.Deals by AFC Holidays have selected hotels which are comfortable and convenient; The company prioritizes booking a hotel at or close to the city centre, this is 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. The company cannot guarantee the availability of adjoining rooms / interconnecting rooms / non-smoking room/rooms on the same floor etc. If the client seeks a change in rooming while on tour, the same will be subject to availability and they 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 the clients to be liable for their personal belongings. Passengers need to be very careful of pickpocketing as it's a common observation made by the passengers travelling to Europe. BestHoliday.Deals will not be responsible for any damages made by the client/s to the hotel property however please take care when using 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 persons. The hotel may allow the provision of an extra bed for 3rd person. AFC holidays will ensure that the hotel operates as per the applicable hotel standards in the country of origin. If room occupancy in the country of travel does limits persons in a room to 2 or 3 guests an upgraded room or 2 double rooms may be purchased by the guest. In this case, adult rates will apply across the booking for each double room occupied. The Company may allow the addition of extra bed based on the standards applicable in the operating countries. Extra bed occupancy will vary depending on establishments. Clients may be provided with extra bed as roll away bed/ sofa or bed/ extra bed as per the hotel operating standards in the country. It is also important to note that in some countries the Double room would consist of 2 twin beds put together. BestHoliday.Deals will ensure that the hotel operates as per the applicable hotel standards in the country of origin.

Important Note: Due to major international events and trade fairs occurring throughout Europe (i.e. Air Show, World Athletic Meet, Motor Show, Ice Skating Championships etc.) Hotel occupancy is at its peak and may have been blocked more than two years in advance. Due to this, some hotels may be farther from the city / itineraries may be altered or amended accordingly.

## 12. CHECK-IN / CHECK-OUT TIME

The general standard check-in time is 2 pm and check-out time is at noon. (This may vary depending on hotel policy). Early check-in and checkout, will be subject to availability and cannot be guaranteed. Please note the rooms in Europe are very small, the hotels would not permit more than 3 occupants in 1 room. The clients' accommodation will be based on twin and triple sharing basis if they wish to travel single then there will be an additional surcharge.

## 13. AIRLINE FROM BESTHOLIDAY.DEALS BY AFC HOLIDAYS

Any voluntary cancellation made before departure after the air tickets have been issued accordingly 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. Under no circumstances whatsoever, will the company be liable to for any person/s travelling, for any loss of baggage, failure to provide meal of the clients' choice, denied boarding or down-grades due to overbooking, flight delays, rescheduling, cancellation, re-routing, change of airline/s from the time of booking or any other reason/s, which occur in part of the airline provider/s responsibility despite having confirmed tickets. The company will not be liable for injury, loss, or inconveniences suffered by the clients which fall under the airline providers' responsibility and prerogative, the clients will be instructed to pursue respective culpable airline/s. However, if the client has availed travel insurance with BestHoliday.Deals by AFC Holidays' exclusive provider, they will be referred for claims depending on coverage.

BestHoliday.Deals' Group Tours are operated as group seating, based on which the clients' seating is received. The airline will allocate the seating as per the availability for the tour group. It is the clients' responsibility to check the boarding passes to review family seating together.

## 14. PUNCTUALITY AND DISCIPLINE

BestHoliday.Deals by AFC Holidays in no circumstance would be liable for client's missing activities included in their travel arrangement if the client/s themselves are culpable for their delay. They will not be entitled to claim refund of their missed activities. The company advises all clients to maintain discipline and punctuality when they are on tour. The company reserves the right to withdraw tour membership from anyone whose behaviour is deemed to cause a rift or jeopardize the smooth operations of the tour or affect the enjoyment or safety of the other clients joining the tour.

## 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 AND 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 BestHoliday.Deals by AFC Holidays.

## 17. TRAVEL DOCUMENT

We advise clients about passport and visa requirements applicable for travel. However, such requirements are subject to change and it is the clients' responsibility to check current requirements with the appropriate embassy or Consulate before departure. It is their responsibility to obtain all documents required for their holiday, to ensure that the documents are complete and correct. The company will not be liable if the client/s fail to do so and will be responsible for meeting any additional costs incurred by this. On receipt of travel documents, the clients have a responsibility to check all documentation and tickets to ensure that all the names and details are correct and correspond with their passports. The company owns no responsibility whatsoever if the tour is impacted due to insufficient travel documents.

## 18. SPECIAL REQUEST

Special requests for room allocation, diet consideration, handicap assistance on tour/hotel/transportation etc. should be made in writing at the time of booking, every effort will be made in an attempt to deliver special requests. However, this is subject to availability with respective suppliers and the company will not be held liable or responsible for any claims of damage or consequential loss if requests could not be honoured. In case of person/s of determination or special needs, a qualified companion must accompany the client. Regrettably, the company cannot avoid aid for walking, dining, boarding and disembarking transportations, medical assistance and for other requirements 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 an undisclosed medical condition, BestHoliday.Deals by AFC Holidays shall not be liable to provide any assistance or make refunds. The client must be covered by a certified and registered overseas travel insurance company that covers the risk of life, limb and property during the entire duration of the tour. BestHoliday.Deals will not be responsible for any loss of life or property. The company has partnered with Leading Insurance firms to provide one of the best insurance coverage. Please check with the sales consultant for details about the same. IMPORTANT: All claims have to be opened directly by the Policyholder and Insurance Company and are to be settled as per the travel insurance partner's policies/procedures and the company has no say whatsoever in curtailing/amending/deviating or representing guest claims.

## 20. INHOUSE INSURANCE PLAN

BestHoliday.Deals by AFC Holidays offers an inhouse insurance plan which includes job security and maternity clauses. AED 100/per person should be paid at the time of booking, this insurance will be valid up to 60 days before departure and the policy will be referred by an account representative

## 21. ZERO TOLERANCE OF ALTERATION IN TERMS & CONDITIONS

No person/s including employees, agents, or passengers have the authority to deviate/alter/waive any specification, demonstration, term and condition outlined in this document. Any assurance given by the above-mentioned in any mode of communication be it verbal/writing/mobile message which is contrary to this document shall not bind BestHoliday.Deals by AFC Holidays in any manner.

## 22. PROMOTIONS/OFFERS/SCHEMES

In the case of special offers/promotions/schemes, the terms and conditions of the campaign will apply. Any promotion which is not availed by the client cannot be compensated by any means. The clients shall adhere to payment terms and schedule to be eligible for respective special offers/promotions/schemes. Failure to comply with the payment terms invalidates eligibility for the benefit of these campaigns otherwise counted valid as soon as the clients choose to travel. In the event of cancellation/curtailment of any manner to the initial tour booked, the scheme will be nullified. Once chosen, the respective special offers/promotions/schemes cannot be changed or compensated and should be utilized within the calendar year of the booking.

## 23. MINIMUM PARTICIPATION

All tours specified in our range of 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 7 days before the travel date. The clients will receive an option to travel individually and not join a group tour should they wish to do so. In such cases, we reserve the right to charge supplemental amount as per individual traveller rates. In instances like these, the client may not be provided certain services which would have been provided in a group. 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.

## 24. AMENDMENTS

In cases of curtailment/cancellations, any new request for amendment/cancellation of arrangements will be regarded as a new 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 to table under 8a-10a clause II) will attract penalties and cancellation fees as per policy.

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

1. Date/tour change before departure
2. Date/tour change while on tour
3. Change of airline before departure (Not applicable once services are issued)
4. Name change once confirmed (For Air Ticket)

## 25. REFUNDS

BestHoliday.Deals by AFC Holidays will refund passengers after considering several aspects of the tour based i.e. the number of participants, the cancellation policies of suppliers (hotels, airline, embassy, coach operators etc.). It would take at least 7-45 working days to process the refund (if due).

It should be understood that there shall be no refund whatsoever if the client does not utilize any of the services like hotels, 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 UAE 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 or any activities included in it. 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 sightseeing, rides, to follow up with the bank concerned.

## 26. PRIVACY OF INFORMATION

BestHoliday.Deals by AFC Holidays regards all information supplied by clients as confidential and will share only the necessary information with airlines, hotels and other service providers who will provide service during for the travel arrangements. However, we may be constrained to disclose the information if such is required by law and by order of a court.

## 27. SCOPE OF ACTIVITY

BestHoliday.Deals by AFC Holidays is engaged in the business of travel and holiday organizing and does not control or operate any airline, neither does the company own or control any shipping company, coach or coach company, hotel, transport, restaurant, kitchen or any other facilities utilized during the tour/s. The company shall not be liable for any damages caused by its clients due to reasons beyond their control (Force Majeure). Any delays/overstay expenses which occur due to Force Majeure shall be borne entirely by the clients.

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 to do hereby agree and accept the same for self and on behalf of the said persons.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/2020

# 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.

## 01. 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.

## 02. 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.

## 03. NON-UAE CREDIT CARDS

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.

## 04. PAYMENT POLICY

The general terms & conditions of payments apply 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.

## 05. NON-CREDIT CARDHOLDERS

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

## 06. BOOKING FEES

Please note there is a non-refundable booking fee of AED 25 per transaction within UAE and AED 50 for outside UAE transactions.

## 07. 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.

## 08. CARD PAYMENT NOT RECEIVED OR 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.

## 09. 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 ensure the 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 ensure 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 on 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 nesting 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 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 concerning the use of any Third-Party Application (including any content therein) and we hereby disclaim all liability to you or any third party concerning 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 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.