

## OFFER

### 1. GENERAL PROVISIONS

- 1.1. This Offer is an official offer of Digitalgate SARL (hereinafter referred to as the Contractor) and contains all the essential terms and conditions for the provision of services for processing an electronic visa to the Central African Republic, the list of which is published on the website <https://evisa-centrafrique.com>.
- 1.2. This document is an offer, in case of acceptance of the terms and conditions set out below and payment for the Contractor's services, the person who has accepted this Offer becomes the Customer, acceptance of the Offer is equivalent to concluding an agreement on the terms set out in the Offer.
- 1.3. By paying for services, the Customer guarantees that he has already read and accepts all the terms of the Offer in the form in which they are set out in the text of this Offer, and is also familiar with the cost of the Service indicated on the Contractor's Website.
- 1.4. Accepting cookies is not required to visit the Website. However, to ensure proper use of the Website, cookies may be required. Cookies are text files that are used to identify your computer when you visit certain pages on the Website and are stored by your internet browser on your computer's hard drive.
- 1.5. This Offer is made in English and French. The French version shall prevail in case of any discrepancies.
- 1.6. The Offer does not require seals and/or signatures by the Customer and the Contractor (including an electronic signature), while retaining full legal force.
- 1.7. The Parties acknowledge that if any of the provisions of the Offer becomes invalid during its term due to a change in the legislation of the Central African Republic, the remaining provisions of the Offer are binding on the Parties during the term of the Offer.
- 1.8. The substantive law of the Central African Republic shall apply to this Offer.

### 2. DEFINITIONS

- 2.1. Offer (Agreement) - this document, an offer agreement for the provision of services by the Contractor, published on the Internet at: <https://evisa-centrafrique.com>, which is concluded by accepting the Offer.
- 2.2. Fee - the total cost of the Contractor's Services, all taxes, fees, commissions, associated costs and other payments collected from the Contractor for the provision of Services, as well as the cost of the state fee of the Central African Republic to compensate for the costs of reviewing documents.
- 2.3. Acceptance of the Offer - full and unconditional acceptance of the Offer by the Customer by paying the Fee. Acceptance of the offer creates the Offer Agreement.
- 2.4. Customer - an adult who has accepted the Offer.
- 2.5. Website – a website on the Internet at <https://evisa-centrafrique.com>, where the list of the Contractor's Services is published, through which the Customer purchases the Services at the specified prices and accepts the Offer.
- 2.6. Services – the Contractor's activities on receiving from the Customer and delivering to the authorized state body of the Central African Republic the Customer's application for an electronic visa to the Central African Republic.
- 2.7. Electronic visa (e-visa) – a single permit issued by the authorized state body for entry into the Central African Republic and stay in the Central African Republic using a valid identity document of a foreign citizen and recognized by the Central African Republic as such.

### **3. SUBJECT OF THE AGREEMENT**

- 3.1.**The Customer purchases through the Website, and the Contractor provides the Services by accepting from the Customer and delivering to the authorized state body of the Central African Republic the Customer's application for an electronic visa to the Central African Republic.
- 3.2.**The Customer confirms that prior to the conclusion of the Agreement (acceptance of this Offer), he received from the Contractor all complete information on the terms and procedure for the provision of Services.
- 3.3.**The Services are considered rendered and accepted by the Customer upon the fact of the Contractor's transfer to the authorized state body of the Central African Republic of the Customer's application for an electronic visa to the Central African Republic with all the necessary documents through the Website. At the same time, the Customer is obliged to take into account the terms of paragraphs 4.2 and 4.7 of this Offer.
- 3.4.**The Customer has no right to terminate the Offer and/or demand a refund of the cost of the Services for any reason after making a 100% advance payment.
- 3.5.**Term of provision of Services: within 30 (thirty) business days from the date of receipt of 100% advance payment of the Fee and all necessary documents in the Customer's application, including additionally requested documents. The term of provision of Services may not coincide with the term of actual visa processing by the authorized state body of the Central African Republic. The term and the fact of actual visa processing by the authorized state body depend solely on the authorized state body of the Central African Republic.

### **4. PAYMENT PROCEDURE**

- 4.1.**Payment of the Fee shall be made by making a 100% advance payment.
- 4.2.**If the Customer has made an incomplete payment, the Contractor expects payment of the remaining amount of the Fee within 30 days. If the Contractor does not receive payment within the specified period, the Offer is not considered concluded, and the Contractor returns the money to the Customer upon his written request. The Contractor does not pay any types of interest.
- 4.3.**The Fee, once paid by the Customer, is non-refundable. This policy is absolute and applies even in cases including but not limited to:
  - E-Visa denied and/or application rejected;
  - The Applicant withdraws their application;
  - If additional documents are requested from the Customer and are not provided by them within the specified time frame, which leads to the rejection of the application;
  - If the visa application is cancelled or rejected due to incorrect, incomplete or misleading information provided by the Customer;
  - The trip is cancelled for any reason, including force majeure.
- 4.4.**The Fee is charged for the service of processing the application by the Contractor and consideration of the application by the authorized state body of the Central African Republic, and not for the final result in the form of an issued electronic visa.
- 4.5.**Payment of the Fee shall be made by transferring funds to the Contractor's bank account via the Website, by paying the Contractor's invoice or by paying the Contractor's invoice by any available mean.

- 4.6. The moment of fulfillment of the Customer's obligations to pay the Fee is considered to be the date of receipt of all funds to the Contractor's bank account or receipt of confirmation from the payment agent (intermediary) on the payment.
- 4.7. The Parties have agreed that all bank commissions and other payments of the Contractor's bank for receiving the transfer under the Agreement shall be paid by the Contractor, and all other bank commissions and other payments for making the transfer under the Agreement shall be paid by the Customer.
- 4.8. At the discretion of the Contractor, the Fee may be returned to the Customer.

## **5. RESPONSIBILITIES OF THE CUSTOMER**

5.1. Pay the Fee in the manner stipulated by the Offer.

5.2. Timely transfer all necessary documents and information to the Contractor.

Provide the Contractor with your personal data and the personal data of the person on whose behalf the Contractor acts, including, but not limited to: first and last name, type, number, date of issue and expiration date of the identity document of a foreign citizen, date of birth, gender, citizenship (nationality), city and country of birth, current citizenship (nationality), residential address, marital status, occupation, name of employer, employer address, full name of father and mother, contact telephone number and e-mail, photographic image and yellow fever vaccination status. The Customer agrees to the processing of this data by the Contractor, to the cross-border transfer of personal data, as well as to their use for sending out the Contractor's information news via e-mail.

Along with the above consent to the processing of personal data, the Customer also gives his/her full consent to receive messages from the Contractor via e-mail, including advertising messages.

The Customer, acting on behalf of a third party, guarantees to the Contractor the availability of consent to the transfer of personal data of the third party and the processing of such personal data by the Contractor.

5.3. Independently ensure the technical ability to use the Services of the Contractor on his/her part, namely:

- proper access to the Internet;
- availability of software compatible with the transfer of information from the Contractor and other necessary means.

5.4. Independently familiarize himself/herself on the Website with the content, volume and cost of the Services.

5.5. Ensure the confidentiality of his/her account data.

## **6. RIGHTS OF THE PARTIES**

6.1. The Customer has the right to:

- 6.1.1. Contact the Contractor on all issues related to the provision of Services, as well as ask reasonable questions related to the provision of Services.
- 6.1.2. Unsubscribe from email newsletters by clicking on the "Unsubscribe from newsletter" link located in each email sent to the Customer, or send a corresponding request to the email specified on the Contractor's Website or in this Offer.
- 6.1.3. Correct any errors made when entering data before concluding the agreement, through the functionality of the Website or by sending a message to the Contractor's contact email.

**6.1.4.** Cancel the Agreement before paying the Fee. After payment, the Customer has no right to terminate the Agreement unilaterally.

**6.2.The Contractor has the right to:**

- 6.2.1.** Engage subcontractors or third parties of its choice to provide the Services, including in jurisdictions other than the Central African Republic.
- 6.2.2.** Independently determine the forms and methods of providing the Services, taking into account the current legislation of the Central African Republic, as well as the specific terms of the Offer.
- 6.2.3.** Independently determine the composition of the specialists involved in the process of providing the Services.
- 6.2.4.** At its own discretion, determine and set the cost of the Services, which affects the amount of the Fee.
- 6.2.5.** Provide the Services only after the Customer has made an advance payment and accepted this Offer.
- 6.2.6.** Receive from the Customer any information necessary to fulfill its obligations under the Offer. In case of failure to provide or incomplete or incorrect provision of information by the Customer, the Contractor has the right to suspend the fulfillment of its obligations until the required information is provided in full.
- 6.2.7.** Suspend, limit or terminate the provision of Services to the Customer in the event of the Customer's withdrawal of consent to the processing and/or cross-border transfer of his personal data without returning the Fee to the Customer.
- 6.2.8.** Suspend, limit or terminate the provision of Services to the Customer in the event of suspicion of fraud or other conduct contrary to the law of the Central African Republic on the part of the Customer and third parties in whose interests the Customer acts, without returning the Fee to the Customer.
- 6.2.9.** Change the terms of the Offer unilaterally without prior approval from the Customer, while ensuring the publication of the amended terms on the Internet on the Website. The changes shall come into force from the moment of publication on the Website, unless another effective date is established or specified when publishing the changes to the Offer.
- 6.2.10.** Revoke the Offer at any time at its own discretion.

**7. LIABILITY**

**7.1.Contractors disclaimer:**

- 7.1.1.** The Customer's online application for an electronic visa does not entitle the Customer to obtain a visa. The Customer's application may be accepted or rejected at the discretion of the authorized state body of the Central African Republic.
- 7.1.2.** The issued electronic visa does not guarantee entry into the Central African Republic. The final decision on admission to the country is made by the immigration officer at the physical checkpoint.
- 7.1.3.** The immigration officer has the right to refuse entry to a foreign citizen without explanation.
- 7.1.4.** Engaging in activities that do not correspond to the type of visa is an offense and may result in the cancellation of the electronic visa with a ban on subsequent entry into the Central African Republic.
- 7.1.5.** The Customer is solely responsible for the accuracy and reliability of the information and documents provided. Any errors, omissions or discrepancies in the application and

submitted documents are the sole responsibility of the Customer and the foreign citizen on whose behalf the Customer acted.

- 7.1.6. The Contractor shall not be liable for the inability of the Contractor to provide Services and/or the acceptance of Services by the Customer, if such inability arose as a result of a malfunction of the Internet, software and equipment of the Customer, as well as for the loss of information caused by them.
- 7.1.7. The Contractor shall not be liable if the Customer specifies an incorrect email address and is unable to access the Contractor's Services.
- 7.1.8. The Contractor shall not be liable for the safety of information sent to the Customer's email.
- 7.1.9. The Contractor shall not be liable for any changes in visa regulations, as well as for any delays or losses of the Customer arising as a result of such changes.
- 7.1.10. The Contractor shall not be liable for the actions (inactions) of third parties, the Customer, or for the consequences of force majeure, including authorized state bodies of the Central African Republic, including not compensating the Contractor for any losses, expenses, damages, lost profits and costs incurred for any reason, regardless of its nature. This includes, but is not limited to, liability for changes in travel plans, trip interruption, travel restriction, entry ban by decision of an authorized state body of the Central African Republic, as well as related costs and expenses. Such losses, expenses or costs may be incidental, direct, indirect, special, punitive or any other type, including lost profits or income.
- 7.1.11. The Contractor shall not be liable for any other reasons established by the current legislation of the Central African Republic.

**7.2. The Contractor shall be liable for:**

- 7.2.1. Acceptance of the Customer's applications for an electronic visa and other necessary documents. In this part, the Contractor's liability is limited by the provisions of paragraph 7.1 of this Offer;
- 7.2.2. Submission to the authorized state body of the application with all the necessary documents "as is", that is, without checking their accuracy and reliability;
- 7.2.3. Ensuring the security and confidentiality of the personal data of the Customer and third parties on whose behalf the Customer acts, in accordance with the published privacy policy.
- 7.2.4. Updating the status of the Customer's application on the Website.

**7.3. Customer's responsibility:**

- 7.3.1. The Customer is solely and completely responsible for the accuracy, completeness and reliability of all information and documents submitted in the application. Any errors, inaccuracies or discrepancies may result in immediate refusal to consider the application and loss of the Fees paid.
- 7.3.2. The Customer is solely and completely responsible for the timely provision of all information and documents, as well as for the provision of all information and documents in the correct format.
- 7.3.3. By accepting this Offer, the Customer confirms that it understands that after payment, the Fee is non-refundable, since the Services are considered rendered.
- 7.3.4. The Customer undertakes to independently check the status of their application via the Website.
- 7.3.5. The Customer is fully responsible for compliance with immigration requirements and the legislation of the Central African Republic.

7.4. The Parties are responsible for failure to fulfill or improper fulfillment of their obligations under this Offer in accordance with the current legislation of the Central African Republic.

7.5. Any liability of the Contractor is limited to the price of the Contractor's services. This limitation applies regardless of whether the Contractor knew about the possibility of causing such damage, and regardless of the level of responsibility or the degree of participation of the Contractor in the current situation.

## **8. PROTECTION OF INTELLECTUAL PROPERTY**

8.1. The intellectual property rights in all software and content (including photographic images) provided to the Customer on or through the Website remain the property of the Contractor and/or its licensors and are protected by copyright laws and international treaties. All such rights are protected by the Contractor and/or its licensors under the concluded license agreements. The Customer may store, print and display the provided content solely for personal use. The Customer is not permitted to publish, modify, distribute or otherwise reproduce in any format or form any content or copies of the content provided to the Customer and/or presented on the Website. The Customer also may not use such content in connection with any commercial enterprise.

8.2. In the event of a breach by the Customer of the terms of paragraph 8.1 of this Offer, the Contractor shall have the right to demand a fine of 10,000 US dollars in addition to the compensation for the Contractor's losses, including actual damages, lost profits and any other expenses.

## **9. APPLICABLE LAW AND DISPUTE RESOLUTION**

9.1. In the event of a dispute, the Parties shall undertake all possible means to resolve it.

9.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat of arbitration shall be Dubai International Financial Centre.

The language to be used in the arbitration shall be English.

The governing law of the contract shall be the substantive law of Central African Republic.

9.3. Any demands, complaints, claims and other legally significant messages of the Customer shall be considered by the Contractor only in writing and must be sent to the Contractor by e-mail to the technical support address.

## **10. CONTACT INFORMATION**

**Company Name:** DIGITALGATE SARL

**Registration and head office address:** Bangui, Central African Republic

**R.C.C.M** CA/BG/2025B856

**Registration number or number in the trade register** NIU 2362025M17734S

**Authorized capital:** CFA 10,000,000 OF WHICH IN CASH CFA 10,000,000

**Bank** BGFI Bank CA

**IBAN** CF42200020023715100180102

**SWIFT CODE** CBCACFCF

**Bank address** 417, Rue de Brazza, 59 Bangui, Central African Republic

**Phone number:** [REDACTED]

**Technical support:** [REDACTED]

**Data Protection Officer:** 