

## Embassy Appointment Reservation System

In consideration of the Embassy Appointment Reservation System ( *EMB-ARS* ), by opening and maintaining an Account, you agree to the terms and conditions contained in this Agreement, as amended from time to time.

**NOTE:** There are several aspects of this agreement and the *EMB-ARS* service which are not typical for online services or other scheduling accounts and which you should read carefully before opening an account, including but not limited to:

1. you consent and agree to the terms and conditions of this agreement by clicking the 'Submit' button on our website where indicated during the account sign up process,
2. appointments are secure insofar as you keep your login and password secure,
3. all appointment confirmations, and other documents (including online pages you view, appointment confirmations, and other routine company filings received on your behalf in digital form) that **EMB-ARS** sends to you, may be either online or sent to you solely via e-mail notification. You will indicate the email address, which will receive this information.

### 1. DEFINITIONS. AS USED IN THE AGREEMENT, THE- FOLLOWING TERMS HAVE THE FOLLOWING MEANINGS:

- a. Sign Up. The online application you prepare and submit to open an Account.
- b. Account. An active registered Customer Account.
- c. User Agreement. The agreement you make with us when you open an Account, as amended from time to time.
- d. Password. The secret code that only you know and which together with your User Name is needed to access your *EMB-ARS* Account.
- e. Service or the *EMB-ARS* Service. Online scheduling utility and other related services.
- f. Site. The Internet website with the domain of the *EMB-ARS* and all mirror websites.
- g. User Name. Your alphanumeric code, which together with the Password is required to access your Account.
- h. 'We,' 'us' or ' *EMB-ARS* ' .
- i. User. Registered User of the *EMB-ARS* front end or a User of an *EMB-ARS* who makes appointments online.
- j. Service Provider. Any third party not directly associated with *EMB-ARS* who provides, advertises, or offers products and/or services on the Site or sites set up by You or *EMB-ARS*.
- k. Appointment. The scheduled event, either made online or otherwise, which constitutes an agreement between You and the host of the event.
- l. Data. Alphanumeric collection of information about User and/or You which is stored digitally, printed, or otherwise in any location or form, including information on removable media, which *EMB-ARS* have provided or captured. This stored information may reside on *EMB-ARS* or on that of a contracted providers hardware, in each case, still representing the property of *EMB-ARS*.

### 2. OPENING YOUR ACCOUNT. YOU MAY APPLY FOR AN ACCOUNT BY COMPLETING A SIGN UP FORM ON THE *EMB-ARS* WEBSITE.

You warrant and represent that the information that you furnish in your Account setup (or other information you provide that *EMB-ARS* may require) is accurate and truthful. Accounts set up with invalid data will be deleted immediately. You also expressly authorize *EMB-ARS* to obtain reports concerning your credit standings. Upon your written request, we will inform you whether we have obtained credit reports, and, if so, we will provide you with the name and address of the reporting agency that furnished the reports.

### 3. THIRD PARTY RESPONSIBILITY

Regarding Appointments. *EMB-ARS* is not responsible for fulfilling the services promised by any third party to users. You are responsible for knowing the transactions and/or appointments that have been scheduled. *EMB-ARS* is not obligated track or to notify you of cancellations made outside of the *EMB-ARS* site, Similarly, you are responsible for knowing about changes or reorganizations related to address changes, date / Time changes, and other changes.

### 4. CANCELLATION REQUESTS.

When you place a request to cancel an appointment, the cancellation of that order is not guaranteed and is on a best efforts basis only, even though handled automatically. Cancellation requests must be received prior to the commencement of the Appointment.

### 5. MODIFICATION UPDATE REQUESTS.

When you place a request to modify an appointment, the modification of that order is not guaranteed and is on a best efforts basis only, even though handled automatically. modification requests must be received prior to the commencement of the Appointment.

### 6. ACCOUNT VERIFICATION.

Subject to our privacy policy, we may seek for information about you with others, including, but not limited to, certain information about you maintained by the authorities or online service for verification purposes only.

### 7. RESTRICTIONS ON APPOINTMENT SCHEDULING.

You understand *EMB-ARS* may at any time, at its sole discretion and without prior notice to you, prohibit or restrict your ability to make appointments, or to substitute Data, in your Account.

### 8. ONLINE SERVICE.

You will use the *EMB-ARS* Service only in accordance with this Agreement and any additional services offered through the Service in the future will only be used in accordance with this Agreement. You agree, that by electronically submitting the Account Sign Up Form and by clicking the 'Submit' button, where indicated, you consent to the terms and conditions of this agreement, as amended from time to time.

You will be the only authorized user of the Service under this Agreement. You will be responsible for the confidentiality and use of your User Name and Password, You understand that you will be solely responsible for all appointments entered through the Service using your User Name and Password.

You further understand and agree that, as a condition of using the Service to make appointments and/or send information, you will immediately notify *EMB-ARS* if: (a) you have received acknowledgment (whether through electronic or hard copy) of an execution for an

appointment which you did not place or any similar conflict; or (b) you become aware of any unauthorized use of your User Name or Password.

If you fail to notify *EMB-ARS* promptly when any of the above conditions occur, neither *EMB-ARS* nor any of its officers, employees, agents, affiliates or subsidiaries can or will have any responsibility or liability to you or to any other person whose claim may arise through you for any claims with respect to the handling, mishandling or loss of any order.

You agree that *EMB-ARS* and its affiliates will not be liable for any losses resulting from a cause over which *EMB-ARS* or its affiliates does not have control, including but not limited to the failure of computer, electronic or mechanical equipment or communication lines, the Internet, telephone or other interconnect problems (e.g., if you are unable to access your online internet service provider), unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems.

You agree that *EMB-ARS* may modify the Service or change the terms of this Agreement, in whole or in part, upon notice to you through the Service and/or in writing.

## 9. EXTRAORDINARY EVENTS.

*EMB-ARS* and/or its agents will not be liable for losses caused directly or indirectly by government restriction, market rulings, computer, network or telecommunications failure, war, earthquakes, floods, strikes or any other conditions beyond *EMB-ARS'* control.

## 10. TERMINATION OF ACCOUNTS.

You may close your Account at any time. *EMB-ARS* may terminate your Account at any time and for any reason. Closing an Account will not affect rights and obligations of either party incurred or arising from transactions initiated under the Agreement prior to the termination, which will survive the termination of this Agreement.

## 11. SEVERABILITY.

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement.

## 12. POWER OF ATTORNEY.

You agree and hereby irrevocably appoint *EMB-ARS*, with full power as your true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that *EMB-ARS* deems necessary or advisable to accomplish the purposes of this Agreement.

## 13. HEADINGS.

The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

## 14. ENTIRE UNDERSTANDING; ASSIGNMENT.

This Agreement, together with all other written agreements between you and *EMB-ARS* related to your Account and terms contained on statements and confirmations, sent to you, contains the entire understanding between you and *EMB-ARS* concerning the subject matter of this Agreement. You may not assign your rights and obligations hereunder without first obtaining the prior written consent of *EMB-ARS*.

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