

## DECLARATION AND UNDERTAKING

I ....., the undersigned Applicant solemnly declare and undertake to have read and fully understand the Terms & Conditions shown on the Website of CKGS (Cox & Kings Global Services USA LLC) . I also declare that I am present in the USA on the date of making this application and that all the information including full payments given by me here is true, accurate and complete.

I am aware that my application is being processed by CKGS, a service provider for the Embassy of India and its Missions across the United States of America, for providing the passport application services

I acknowledge that the website [www.passport.in.ckgs.us](http://www.passport.in.ckgs.us) contains the required information in connection with the Services. The said website will be updated as per the instructions of the Embassy / Mission and will change from time to time.

I, the Applicant, fully recognise that the consideration of my application is at the sole discretion of the concerned Embassy / Mission and CKGS is not responsible / liable for the same. Nor is CKGS responsible for any delay / error in the receipt of the passport application, as CKGS acts as mere facilitator. The processing of application and type of service and category including processing time is subject to the procedures and timescales of the concerned Embassy / Mission over which CKGS has no control. The processing time for the application is an estimate only which is based on information and experience of the Embassy / Mission. I recognize and agree that the Application fees and related charges once paid are not refundable, except as mentioned in Refund Policy of CKGS Terms and Conditions. All Application fees and related charges are payable even if the application is not considered or approved or rejected by the Embassy / Mission. I accept that I am responsible / liable for the accuracy of the application forms, choice of service type and category and to send the application in complete with Government form/s, CKGS form/s duly filled and signed where applicable, documents as per the relevant Checklist provided. I accept that if CKGS checks the same, it does not guarantee that it will find any errors and will not verify information I have provided. I accept that CKGS excludes all other liability / liabilities in relation to my application and advice or information given to me, including for breach of contract or negligence.

I, the Applicant understand and agree that I am required to submit to CKGS, all the relevant information / supporting documents required for my application, and ensure that the information and the supporting documents provided are true, valid, full and complete. I acknowledge and agree that acceptance of the application by CKGS / concerned Embassy / Mission does not mean that such information and supporting documents as provided by me are deemed sufficient. I further acknowledge and agree that in case of submission of incomplete documentation; CKGS / Embassy / Mission shall not continue to process the application and shall return the application / documents to me. I further acknowledge and agree that the Embassy / Mission have the right to call me for a personal interview and / or request me at any time to provide additional supporting documents / information beyond what may be listed on the CKGS website [www.passport.in.ckgs.us](http://www.passport.in.ckgs.us). I further understand that I need to complete and carry / post / courier in full the documents and make full payment of the Service & Category Fees, ICWF Fees,, CKGS Service Fees, Value Added Service Courier / text messages, Convenience Charges (convenience charges for credit/debit card transactions only) as per the CKGS Website which is a general list as per the category as selected by me. The list of fees is not exhaustive and is subject to change.

I, THE APPLICANT, ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES CKGS SHALL BE HELD LIABLE / RESPONSIBLE TO ME OR ANYONE CLAIMING

THROUGH ME FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL AND / OR CONSEQUENTIAL LOSSES OR DAMAGES OF WHATEVER NATURE, OR FOR LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF BUSINESS OR GOODWILL OR INTERRUPTION OF BUSINESS, WHETHER ARISING OUT OF OR IN CONNECTION WITH MY APPLICATION AND WHETHER OR NOT RELATING TO ANY ACT, ERROR, OMISSION OR NEGLIGENCE BY CKGS, OR ANY OFFICER, EMPLOYEE OF CKGS AND/OR EMBASSY / MISSION OR SERVICE PROVIDERS LIKE SHIPPING / TELECOM / CALL CENTRE AGENCIES ETC.

I, the Applicant, acknowledge that CKGS takes every reasonable precaution while handling my passport & documents and if due to any breach of contract or negligence on the part of CKGS, my submitted passport or documents are lost or damaged within CKGS premises beyond a useable condition, then CKGS is limited to us \$ 195 or the actual cost of reissuance of passport whichever is less against proof of receipt. In the case wherein the applicant has purchased insurance (through ckgs) covering for the above loss the liability of CKGS will be limited to the payout by the insurance company. . CKGS will assist me with the same within its capacity. Such payments will be made by CKGS to me on the presentation of the payment receipt issued for the replacement of such lost or damaged passport or documents.

I, the Applicant, acknowledge that, CKGS always uses the services of shipping services providers for the purpose of transmission of passports. THEIR RESPECTIVE TERMS & CONDITIONS SHALL APPLY IN ADDITION TO CKGS TERMS & CONDITIONS. CKGS WILL NOT BE RESPONSIBLE / LIABLE FOR ANY LOSS OR DAMAGE WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED DUE TO TRANSMISSION DELAYS OR LOSS OF PASSPORT OR DOCUMENTS, DELIVERING THE DOCUMENTS TO THE WRONG ADDRESS IN THE COURSE OF TRANSMISSION OF DOCUMENTS BY CKGS TO ME. This applies also in the course of transmission of documents by CKGS to the Embassy / Mission and back from the Embassy / Mission to CKGS. You acknowledge and understand that if you have used your own label, CKGS cannot take any responsibility of pick-up and delivery to you. The Shipping Service providers often do not acknowledge receipt of the envelopes. Nor will CKGS drop off your prepaid envelopes to your shipping service provider as you have not bought the shipping service from us. You acknowledge that **FedEx Prepaid Envelopes** sent by you are NOT accepted. For Prepaid FedEx envelopes, CKGS will not be responsible to contact you and if you ignore this point for any delay occurring will be your liability. For avoidance of doubts, CKGS will not be under obligation to monitor whether the shipping service provider, in case of pre-paid labels / envelopes, has appropriately recorded the collection of the documents from CKGS premises.

I, the Applicant acknowledge that should I decide to avail the return courier facility from CKGS; the documents will be returned only to my address as mentioned in the application. In case of a change of address for the return courier, CKGS will be unable to assist with this change request and does not take any liability / responsibility for such claims that may arise.

I, the Applicant, further acknowledge that, if I commence any application process, including by an online application, I may revoke the application at any time before my application is posted or otherwise forwarded by CKGS to the Mission / Embassy, in which case CKGS will refund the Consular Service, the ICWF fees, but CKGS will retain its CKGS Fees and Value Added Services (if applicable). However, once my application has been posted / submitted or otherwise forwarded by CKGS to the Embassy / Mission, no fees whatsoever will get refunded.

I, the Applicant, acknowledge that upon receipt of the application, if CKGS and / or Embassy / Mission, notices whilst processing the application, that the same is incomplete and / or proper payment is not received, then CKGS and / or Embassy / Mission will put 'On Hold' the processing of such application and send a communication by email on the email ID provided by me, along with details to let me know about the deficiency / s in the application. I also understand and acknowledge

that if I choose to submit my application as a walk-in applicant then if there is any deficiency in the application, I have the option to return back with the complete application or stay back in the IPAC and take advantage of the CKGS Value Added form filling service to make the correction in applications. I acknowledge that, even if CKGS has made the changes in the incomplete application, I will be solely responsible to ensure accuracy, correctness and completeness of the information incorporated in the application form and other documentation provided as per the Document Checklist. I am required to provide all the necessary documents and full payments or balance payments to CKGS within 7 working days from the date such communication is sent by CKGS. I further acknowledge and agree that, in case I fail to send and complete my application documentation to CKGS and / or Embassy / Mission, then my application will remain 'On Hold' for no more than 21 calendar days from the date that the application was received by CKGS at the Applicant's sole risk and consequences and, shall be considered to be "Abandoned" and CKGS shall refund the amount as mentioned in the 'Abandonment Policy' of its Terms & Conditions. CKGS shall not be obliged to notify me, the Applicant of this.

I, the Applicant, acknowledge that if I have already enclosed my own prepaid envelope or paid for a return courier, the 'Abandoned Application' will be returned to the address stated on the label and the fees will be refunded to me after deducting the CKGS Service charges. Further, I acknowledge and agree that if I have not enclosed my own prepaid envelope, CKGS will return by FedEx, the 'Abandoned Application' to my current address and will refund the fees after deducting the CKGS service charges and any Value Added Service. In any case where the application has already been submitted by CKGS to the Embassy / Mission and there are still additional / incorrect / incomplete/ pending documents, there will be no refund whatsoever.

I, the Applicant, acknowledge that if neither the prepaid label nor have the fees been enclosed, then CKGS will consider this application 'Abandoned' and it will be handed over to the Indian Embassy / Mission of my Jurisdiction at my own cost, risk and consequences.

**THIS IS IMPORTANT:**

Producing / providing misleading, inaccurate / false information will result in declining of the application without assigning any reason. Any fees once paid are non-refundable (except as mentioned under Terms & Conditions) and subject to change without notice to the Applicant.

After receipt of communication from the Mission / Embassy, please ensure to carefully check all the information on the passport as applicable such as name, spellings, passport number, type of Service and Category and validity is given correctly.

It is advisable to make travel arrangements only after obtaining positive confirmation from the Mission / Embassy.

I hereby acknowledge that I have visited the Website, read and understood and unconditionally agree to the Declaration & Undertaking, Disclaimer, relevant Document Checklist and Forms, CKGS Terms and Conditions, and the Privacy Policy..

Name of the Applicant

PLACE & DATE

Signature of the Applicant