

Terms and Conditions for Online Payment

The Terms and Conditions contained herein shall apply to any person (“Applicant”) using the services of V.S.P.M. Academy of Higher Education (VSPMAHE) for making Application through an online payment gateway service (“Service”) offered by Payment Gateway Service provider, through VSPMAHE’s website i.e. <https://www.vspmahe.in>. Each Applicant is therefore deemed to have read and accepted these Terms and Conditions.

A. Privacy Policy

VSPMAHE respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the Applicant is not willfully disclosed to any third party without first receiving the Applicant’s permission, as covered in this Privacy Policy.

Please be aware, however, that VSPMAHE will release specific personal information about the Applicant if required to do so in the following circumstances

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or
- b) if any of Applicant’s actions on VSPMAHE’s website violate the Terms of Service or any of VSPMAHE’s guidelines for specific services, or
- c) to protect or defend VSPMAHE’s legal rights or property, the VSPMAHE site, or VSPMAHE Applicants; or
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of VSPMAHE website/offering.

B. General Terms and Conditions for Online-Payments

1. Once an Applicant has accepted these Terms and Conditions, he/ she may register and avail the Services.
2. VSPMAHE’s rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of VSPMAHE’s right to comply with any law enforcement agencies request or requirements relating to any Applicant’s use of the website or information provided to or gathered by VSPMAHE with respect to such use. Each Applicant accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of VSPMAHE.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable

provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the Applicant and VSPMAHE. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Applicant and VSPMAHE. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of VSPMAHE and/or the Payment Service Providers kept in the ordinary course of business of VSPMAHE and/or the Payment Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the Applicant and shall be conclusive proof of the genuineness and accuracy of the transaction.

C. Limitation of Liability

1. VSPMAHE has made this Service available to the Applicant as a matter of convenience. VSPMAHE expressly disclaims any claim or liability arising out of the provision of this Service. The Applicant agrees and acknowledges that he/she shall be solely responsible for his/ her conduct and that VSPMAHE reserves the right to terminate the rights to use the Service immediately without giving any prior notice thereof.
2. VSPMAHE and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, nonperformance or interruption in any such data, information or message. Under no circumstances shall the VSPMAHE and/or the Payment Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. VSPMAHE and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the Applicant on account of:
 - (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
 - (ii) Any interruption or errors in the operation of the Payment Gateway.

4. The Applicant shall indemnify and hold harmless the Payment Service Provider(s) and VSPMAHE and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.
5. The Applicant agrees that VSPMAHE or any of its employees will not be held liable by the Applicant for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond VSPMAHE's reasonable control.

D. Miscellaneous Conditions:

1. The Applicant agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that VSPMAHE or the Payment Service Provider(s) have no control over such matters.
2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the Applicant, VSPMAHE does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
3. VSPMAHE, the Payment Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The total e-payment online transactions are executed using state of the art technology (SSL) to ensure secured transaction. VSPMAHE shall not be liable for any failure by the Applicant or third party making payment of Fees to properly protect data from being seen on their screen by other persons or otherwise obtained by such persons, during the online payment process or in respect of any omission to provide accurate information in the course of the online payment process.

E. Debit/Credit Card, Bank Account Details

1. The Applicant agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the Applicant shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The Applicant further agrees and undertakes to provide correct and valid debit/credit card details.
2. The Applicant may pay his/ her application fees to VSPMAHE by using a debit/credit card or through online banking account. The Applicant warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- i. The Applicant is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The Applicant is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The Applicant authorizes debit of the nominated card/ bank account for the payment of fees selected by such Applicant along with the applicable Fees.
- iv. The Applicant is responsible to ensure that sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment.

F. Transaction Charges

VSPMAHE does not charge any processing fee or service charge from the Applicants for online payment. However applicants have to bear the necessary transaction charge plus service tax applicable for online payment of Application fee. This charge will be taken by e-payment solution provider for giving this service. Charges are mentioned in VSPMAHE payment Portal where Applicant proceeds for online payment.

G. Payment Gateway /Net Banking Disclaimer

The Service is provided in order to facilitate access to pay Application fee online. VSPMAHE or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.

H. Refund and Cancellation Policy

1. Refund for Charge Back Transaction: In the event there is any claim for/ of charge back by the Applicant for any reason whatsoever, such Applicant shall immediately approach VSPMAHE with his/ her claim details and claim refund from VSPMAHE alone. Such refund (if any) shall be made only by VSPMAHE via payment gateway or by means of a demand draft or such other means as VSPMAHE deems appropriate. No claims for refund/ charge back shall be made by any Applicant to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained.
2. In these Terms and Conditions, the term “Charge Back” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
3. Refund for fraudulent/duplicate transaction(s): The Applicant shall directly contact VSPMAHE for any fraudulent transaction(s) on account of misuse of Card/ Bank details by

a fraudulent individual/party and such issues shall be suitably addressed by VSPMAHE alone in line with their policies and rules.

4. **Server Slow Down/Session Timeout:** In case the Website or Payment Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the Applicant shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - (i) In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact VSPMAHE via e-mail or any other mode of contact as provided by VSPMAHE to confirm payment.
 - (ii) In case the Bank Account is not debited, the Applicant may initiate a fresh transaction to make payment.

I. Product and Services sold

This is an academic institution.