

# TERMS AND CONDITIONS FOR ONLINE PAYMENTS

## Introduction:

These terms and conditions apply to the User who uses the Online Services provided for any payment made to SahityaStreet. Kindly read these terms and conditions carefully. By authorizing a payment to SahityaStreet through the online payment service ("the service"), it would be treated as a deemed acceptance to these terms and conditions. SahityaStreet reserves all the rights to amend these terms and conditions at any time without giving prior notice. It is the responsibility of the User to have read the terms and conditions before using the Service.

## Key terms:

The following is a summary of the key terms of this service:

- Payment(s) through this Service may only be made with a Credit Card, Debit card or Net Banking.
- Before using this Service, it is recommended that the user shall make necessary enquiry about the charges or fees payable against the Credit/Debit card used from Credit Card or the Debit Card service provider i.e. the respective Bank.
- The credit card information supplied at the time of using the service is processed by the payment gateway of the service provider and is not supplied to SahityaStreet. It is the sole responsibility of the User of the service to ensure that the information entered in the relevant fields are correct. It is recommended that you take and retain a copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out or usage of the service
- The Applicant agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card/net banking transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that SahityaStreet or the Payment Service Provider(s) have no control over such matters.
- The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor the SahityaStreet gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. SahityaStreet does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.
- SahityaStreet 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, non-performance or interruption in any such data, information or message. Under no circumstances shall the SahityaStreet 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 Service.

- The Applicant agrees that SahityaStreet 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 SahityaStreet's reasonable control.

### **Debit/Credit Card, Bank Account Details:**

- 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.
- The Applicant may pay his/ her application/initial fees to SahityaStreet 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:
  - The Applicant is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - The Applicant is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - The Applicant authorizes debit of the nominated card/ bank account for the Payment of fees selected by such Applicant along with the applicable Fees. ○ 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 of the dues payable or fees dues selected by the Applicant inclusive of the applicable Fee.

### **No warranty:**

No warranty, representation or guarantee, express or implied, is given by the SahityaStreet in respect of the operation of the service.

### **Disclaimer and Limitation of liability:**

SahityaStreet does not accept liability for any damage, loss, cost (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by the User from the use of this service.

### **Governing law:**

These terms and conditions are governed by the laws of India and the competent courts at Gurgaon shall have exclusive jurisdiction.

### **Dispute Resolution:**

Any dispute arising in relation to the terms and conditions will be submitted to a sole arbitrator appointed by SahityaStreet under the provisions of the Arbitration and Conciliation Act, 1996 and rules framed there under. The venue of Arbitration shall be at Gurgaon.

## Refund/Cancellation Policy:

Fees once paid will not be refunded under any circumstances.

## Privacy Policy:

- The information provided by the user on this website shall be kept confidential and shall not be shared with anyone. The DATA will neither be made accessible to third parties nor transferred in any form or manner unless required by law.
- SahityaStreet may share your personal information with our bankers for clearing necessary fees payments. This information shall be strictly up to the legal permissible limit and not exceeding.
- Online Fee Payment system purpose to provide flexibility and conform to its continuing Client by offering option to pay online using various payment methods.
- It is sole responsibility of client to pick online payment option. SahityaStreet do not recommend/ prefer/promote any particular method.
- If payment is made by means of a card that you do not personally own, the permission of the card owner must always be obtained to make payments using the card. In using the system, you confirm that you have such permission.
- Information related to payments using debit or credit card is not accessed or stored by the SahityaStreet.
- No Warranty: The information and materials contained in this site including, graphics, links or other items are provided as on "As Is" and "As Available" basis by the SahityaStreet which organized and tries to provide information accurately and expressly disclaims liability for error or omission in this information and materials. No warranty of any kind, implied, express or statutory shall be given by the SahityaStreet shall not be limited to the warranty of fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.
- Limitation of Liability: In no event, SahityaStreet will be liable for any damage direct or indirect losses or expenses arising in connection with site or use thereof inability to use by any person delay of operation or transaction, computer virus etc.

## Security:

All payment details which are entered through this payment gateway are encrypted when the Client, or third party making payment, enters them. The site is secure and uses 128-bit encryption to offer secure communications by encrypting all data to and from the site. The SahityaStreet shall not be liable for any failure by the Client 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 other persons, during the Online Payment process or in respect of any omission to provide accurate information in the Course of the Online Payment Process.

## Variations to the Terms and Conditions:

The SahityaStreet reserves the right to vary these Terms and Conditions from time to time and the current version will be that published on this website.

**We reserve the right to decline the acceptance of an online payment if your account is in default for any reason. SahityaStreet may also make additions/deletions/alteration to the services offered, at its sole discretion. We reserve the right to withdraw the service at any time at its discretion. We retain the right to change the terms and conditions for Online Fees Payments, without any prior notice.**