

## Terms and conditions

The Terms and Conditions contained (Online Payment) herein shall apply to any person (“User”) using the services of hiray media and technology private limited for making payments through an online payment gateway service (“Service”) offered by (PAYU) in association with concerned Bank and HDFC (BANK ACCOUNT) through CAMPUS 360 website i.e. [www.hmtcampus360.net](http://www.hmtcampus360.net) Each User(student) is therefore deemed to have read and accepted these Terms and Conditions.

Campus360 website 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 Mahatma Gandhi Vidyamadir’s right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by Mahatma Gandhi Vidyamadir with respect to such use

- Each User(student) 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 Mahatma Gandhi Vidyamandir.
- 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unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue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.

- These Terms and Conditions constitute the entire agreement between the User(student) and Mahatma Gandhi Vidyamandir. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Mahatma Gandhi Vidyamandir . 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.
- Refund for Charge Back Transaction In the event there is any claim for/ of charge back by the User(student) for any reason whatsoever, such User shall immediately approach Mahatma Gandhi Vidyamandir with his/ her claim details and claim refund from campus360 Such refund (if any) shall be effected only by campus360 via payment gateway(payu) or by means of a demand draft or such other means as campus360 deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Hiray media & technology private limited 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 Mahatma Gandhi Vidyamandir & Bank in line with their policies and rules.

- In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Hiray Media & Technology private limited via e-mail or any other mode of contact as provided by campus360 website to confirm payment.
- However, the User(Student) agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. Any communication received by the Payment Service Provider(s) in this regard shall not be entertained by the Payment Service Provider(s).

### **Limitation of Liability**

Mahatma Gandhi Vidyamandir has made this Service available to the User(student) as a matter of convenience. Mahatma Gandhi Vidyamandir expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Mahatma Gandhi Vidyamandir reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

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- Mahatma Gandhi Vidyamandir 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 Mahatma Gandhi Vidyamandir 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.
- Campus360 website and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

1. 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
2. Any interruption or errors in the operation of the Payment Gateway. The User shall indemnify and hold harmless the Payment Service Provider(s) and Campus360 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.

The User agrees that Campus360 or any of its employees will not be held liable by the User 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 Mahatma Gandhi Vidyamadir 's reasonable control.

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

The User(student) 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 User 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 User further agrees and undertakes to provide correct and valid debit/credit card details.

- The User may make his/ her payment (any type of school fee) to Mahatma Gandhi Vidyamandir & Hiray Media & Technology Private Limited by

using a debit/credit card or through online banking account

- The User 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 User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions.
- The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate.
- The User is authorizing debit of the nominated card/ bank account for the payment of any type of school fee.
- The User is responsible to ensure 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 the bill(s) selected by the User inclusive of the applicable Fee.

### **Payment Gateway Disclaimer**

The Service is provided in order to facilitate payment of Mahatma Gandhi Vidyamandir & Hiray Media & Technology Private Limited online. Mahatma Gandhi Vidyamandir & Hiray Media & Technology Private Limited 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 afore said online payment Service is entirely at own risk and responsibility of the User.

## Refund Policy

In case of cancellation made up to 15 days prior to the start date of the college, a 10% processing charge will be levied on the net amount before refunding. No refunds can be made for cancellations done less than 15 days prior to the College start date. All refunds will be processed after the conclusion of the Admission Process. All refund will be made manually through cheques/ DD/Banker's Cheques and transaction costs (if any) will be borne by the payer. There will be no electronic reversal/refund of payments