

# **General Terms & Conditions for Online Payment**

## General Terms & Conditions for Online Payments

- 1. Once a User has accepted these Terms and Conditions, he/ she may register and avail the Services.
- 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. 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 User 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:
- In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact the Institute via e-mail or any other mode of contact as provided by the Institute to confirm payment.
- In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.
- However, the User 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 No communication received by the Payment Service Provider(s) in this regards shall be entertained by the Payment Service Provider(s).
- 4. The Institute and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
- 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
- Any interruption or errors in the operation of the Payment Gateway.
- 5. The User 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 the Institute or the Payment Service Provider(s) have no control over such matters.
- 6. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, the Institute 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.
- 7. The Institute, 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.
- 8. The User will be required to login his/ her own User ID and Password, given by the Institute in order to register and/ or use the Services provided by Institute on the Website. By accepting these Terms and Conditions the User aggress that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to:-
- Choose a new password, whenever required for security reasons.
- Keep his/ her User ID & Password strictly confidential.
- Be responsible for any transactions made by User under such User ID and Password.

## Debit/Credit Card, Bank Account Details

- 1. The User 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.
- 2. The User may pay his/ her fees to the Institute 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 fees selected by such User along with the applicable Fees.
- 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 access to view and pay Fees online. The Institute 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.

# **Cancellation Policy**

Once the User will be registered and paid the Fee through online Payment Gateway. He/she will not be able to cancel the transaction in any circumstances. No Payment will be refunded to the User.

#### **Payment Refund Policy for Online Payments**

Refund for Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach the Institute with his/ her claim details and claim refund from the Institute alone. Such refund (if any) shall be effected only by the Institute via payment gateway or any other means as the Institute 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 the Institute 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 the Institute alone in line with their policies and rules.

# Personal information

St. Thomas English School understands your desire to protect personal information. We intend to inform you how your personal information will be gathered, tracked or used, and to give you choices. If choices are not offered on web pages where your personal information is obtained, please select one of the communication channels at the bottom of this statement to indicate your communication preferences.

#### General Information we gather and track

We use personally identifiable information in the following ways:

- To provide you with information about product upgrades, new products, services, newsletters, informative emails, and research on future product ideas or improvements;
- To assist us in creating content that is relevant to you;
- To provide you with special offers that may be of interest to you;
- To assist us in creating better products and services to meet your needs;
- To allow you to purchase, download, and manage product licenses, obtain access to services or otherwise engage in activities you select;
- To help you quickly find software, services or product information important to you.

#### With whom we may share your information

St. Thomas English School collects and uses your personal information to operate the Site and deliver the services you have requested. St. Thomas English School also uses your personally identifiable information to inform you of other products or services available from St. Thomas English School and its affiliates. St. Thomas English School may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered. St. Thomas English School may provide your personally identifiable information to the affiliate that initially referred you to the Site.

St. Thomas English School does not sell, rent or lease its customer lists to third parties. St. Thomas English School may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In addition, St. Thomas English School may retain the services of outside contractors to provide services for us. They may be used to ship products, provide technical support, or handle order processing. We require that these contractors keep the personal information of customers secure and confidential. We also require that these contractors use personal information only on behalf of St. Thomas English School. St. Thomas English School will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on St. Thomas English School; (b) protect and defend the rights or property of St. Thomas English School; and, (c) act under exigent circumstances to protect the personal safety of users of St. Thomas English School, or the public.

#### Opt out of providing certain information

St. Thomas English School provides a number of ways for you to opt out of receiving additional information from us or having us provide your personal information to our partners. We may offer you these choices at the time you give us your information. If you are on a St. Thomas English School web page that requires personal information but does not offer communication choices, or would like to change your preferences for information that you have previously provided, please use one of the communication channels at the bottom of this statement. If you are registering a version of a product that does not provide you the capability to indicate your communication preferences, please use one of the communication channels at the bottom of this statement. If you do not wish to continue receiving our email newsletters or bulletins you can opt out of receiving these communications by replying to the unsubscribe in the subject line in the email.

#### Privacy of Children

St. Thomas English School is committed to protecting the privacy needs of children and we encourage parents and guardians to take an active role in the online activities and interests of their children. St. Thomas English School does not knowingly collect information from children under the age of 13 and St. Thomas English School does not target its websites to children under 13.

#### **Software Updates Provided Online**

St. Thomas English School provides a online update service to provide improved versions our software. These updates are provided to correct operational defects and provide additional feature functionality to our users. As part of the software update process, we collect the following information: a statistically unique number (but not a Windows GUID), your serial number, your IP address, software version, type of operating system, the number of pages and documents that have been created, the number of users, installation language, the number of days used, relevant file association, user action logs, installation and update versioning and control information.

We collect this information in order to help us better understand the usage patterns of our products to provide more timely and relevant updates. We also use this information for planning and forecasting server loads, upgrade patterns, licensing, and purchasing patterns. The information is also used to generate aggregate statistics about how our software, web site, and update services are used so that we may provide the best possible support to our customers.

# Security

We have taken security measures, consistent with international information practices, to protect your personal information. These measures include technical and procedural steps to protect your data from misuse, unauthorized access or disclosure, loss, alteration, or destruction. Credit card information is transmitted using secure socket layer (SSL) encryption.

The personal information that you have provided to us may be transferred to other St. Thomas English School offices around the world. Also, in certain countries our outside contractors might undertake the collection, transferring, storage and processing of your information.

We make a sincere effort to respond to your requests to update or correct your personal information. If you believe that St. Thomas English School does not have your current personal information, you can update it by using one of the communication channels at the bottom of this statement.

#### Use of Cookies

The St. Thomas English School Site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time or qualify you for special offers that St. Thomas English School may make available from time to time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. Cookies simplify the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same St. Thomas English School Site, the information you previously provided can be retrieved, so you can easily use the St. Thomas English School features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the St. Thomas English School Site that you visit.

#### **Business Partner and Cobranded Web Sites**

At the St. Thomas English School Site, there are a number of links to companies with whom we have a relationship. St. Thomas English School is not responsible for the privacy practices of our business partners. We encourage you to read their privacy statements, as they may differ from ours.

We also link to cobranded web sites that are maintained by St. Thomas English School and one or more of our business partners. When you submit information to one of our cobranded sites you may be submitting it to both St. Thomas English School and our business partners and the privacy policies of these cobranded sites may differ from this privacy policy. We encourage you to read the privacy policies on any cobranded site to which you link for information on the privacy practices of that site.

## **Customer Support and Discussion Information**

Please remember that information you submit in a for purposes of customer or product support in a discussion group or forum will be deemed public information and is not confidential. There is a risk in such communication venues that information can be collected and used by others. Please be careful and responsible when you are online.

#### **Privacy Contact Information**

If you have any questions, comments, or would like to change your communication preferences, please contact us using one of the options below:

Email your Privacy comments or questions to <a href="mailto:stthomas\_englishschool@yahoo.com">stthomas\_englishschool@yahoo.com</a>