

## **Online Payment Terms & Conditions**

Welcome to NMEDIASOFT. All information and services displayed on this site constitute an “invitation to offer”. Your request for availment constitutes your offer which shall be subject to the terms & conditions as listed below. All the terms & conditions form an Agreement regulating our relationship with regard to use of online transactions.

This online payment system is provided by NMEDIASOFT The NMEDIASOFT may update these terms from time to time without any prior notice or reason and any changes will be effective immediately on being set out here. Please ensure you are aware of the current terms. The country of domicile for NMEDIASOFT is India.

### **Definitions**

"Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, Privacy Policy, and will include the references to this Agreement as amended, supplemented, varied or replaced from time to time.

“User”/ "You" means and includes you and/or any person or an entity including using or accessing the services provided on this Site.

"Site" means the online transaction platform owned and operated by NMEDIASOFT which provides a venue to the users of NMEDIASOFT to pay the fees/charges/dues of users and to buy admission forms publications or any other similar product /services of NMEDIASOFT.

### **Eligibility:**

You represent and warrant that you are competent and eligible to enter into legally binding agreement and have the requisite authority to bind the other party to this Agreement. You shall not use this Site if you are not competent to contract under the applicable laws, rules and regulations

### **Relationship**

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and NMEDIASOFT and you shall have no authority to bind NMEDIASOFT in any manner, whatsoever.

### **Website Detail**

Entire content of the website has been gathered to the best of our knowledge and belief, and the Company endeavours to keep it up to date. In particular, we reserve the entire right to update and/or modify and/or remove this data anytime and without any prior notice. Please note that NMEDIASOFT holds no responsibility for incorrect or no longer correct statements, quotes or descriptions and thereby excludes liability for any losses resulting from such wrong information.

Further, NMEDIASOFT has every right to bring about legal action on users who misuse/alter/reproduce the content/ information available on the website.

### **General Terms & Conditions**

Please read these terms carefully before using the online payment facility. Using the online payment facility on this site indicates that you accept these terms. If you do not accept these terms do not use this facility. NMEDIASOFT reserves the right to change the fees at any time.

Your payment will normally reach NMEDIASOFT account to which you are making a payment within two working days.

We cannot accept liability for a payment not reaching the correct NMEDIASOFT account if payment is refused or declined by the credit/debit card supplier or bank for any reason. If the card supplier or bank declines payment, NMEDIASOFT is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.

In no event will NMEDIASOFT be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this site for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

In case of successful transaction where fee receipt has not been generated after paying fee, the parents may contact the Company.

### **Refunds & Cancellation Policy**

Refunds, if applicable, at the discretion of the administration of the NMEDIASOFT, will only be made to the bank/debit/credit card used for the original transaction. For the avoidance of doubt nothing in this Policy shall require NMEDIASOFT to refund the Fees (or part thereof) unless such Fees (or part thereof) have previously been paid.

### **Security**

All payment details which are entered through this payment gateway are encrypted when the User, or third party making payment, enters them. Communications to and from the Service Provider's site are

encrypted. NMEDIASOFT shall not be liable for any failure by the User 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.

### **Service Provider**

Online Payments of Fees can be made by Credit / Debit card or Net banking. These payments are not collected by NMEDIASOFT directly but through the HDFC Bank/Service Provider.

### **Privacy Policy**

This Privacy Policy applies to all of the products, services and websites offered by NMEDIASOFT. NMEDIASOFT may post product specific privacy notices or Help Centre materials to explain our products in more detail without any prior notice.

Our data privacy policy strictly conforms as per the regulations set down in accordance to the protection of data collected from people visiting our website. NMEDIASOFT treats all personal data obtained via internet and our website carefully and confidentially so that no physical/mental harm is instilled up on the person, with regard to the collected data. Personal data that has possibly been known to us will be kept secret, privacy will be respected and information will be used exclusively for the purpose for which it was made known to us.

### **Changes to our Privacy Policy**

NMEDIASOFT reserves the entire right to modify/amend/remove this privacy statement anytime and without any prior notice or reason. Nothing contained herein creates or is intended to create a contract/agreement between NMEDIASOFT and any user visiting the NMEDIASOFT site or providing identifying information of any kind.

### **Governing Law and Jurisdiction**

This agreement and the relationship between you and NMEDIASOFT shall be is governed and construed in accordance with the Laws of India without regard to its conflict of law provisions. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Gandhinagar, in all disputes arising out of or relating to the use of the sites/services.

### **Settlement of Disputes**

Without prejudice to any provisions in the terms and conditions herein, any dispute or difference arising out of or touching this agreement shall be settled amicably in the First instance. Unresolved disputes or differences shall be referred to a Sole Arbitrator to be appointed/nominated by NMEDIASOFT. The arbitration shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and any modifications thereon and rules made thereunder and the law governing the same shall be Indian Laws. The Seat of arbitration shall be at Gandhinagar or at the sole discretion of the NMEDIASOFT.