

TERMS AND CONDITIONS FOR INTERNET PAYMENT GATEWAY USERS

The terms and conditions apply to the User who uses the Online Services provided for any payment made to Sri Lakshminarayanaa Cable Video® (SLNCV). Kindly read these terms and conditions carefully. By authorizing a payment to SLNCV through the online payment service ("ATOM"), it would be treated as a deemed acceptance to these terms and conditions. SLNCV 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 SLNCV. 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 of usage of the service
- ❖ The User 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 SLNCV 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 SLNCV gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. SLNCV 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.
- ❖ SLNCV 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 SLNCV 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 User agrees that SLNCV 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 SLNCV's reasonable control.

Debit/Credit Card, Bank Account Details:

- ❖ The User agrees that the debit/credit card and /or bank 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 pay his/ her monthly cable service bill payment to SLNCV 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 authorizes debit of the nominated card/ bank account for the selected payment such User along with the applicable Fees.
 - The User 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 selected by the User inclusive of any applicable Fee.

No warranty:

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

Disclaimer and Limitation of liability:

SLNCV 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

Dispute Resolution:

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

Refund/Cancellation Policy:

Payments once paid will not be refunded under any circumstances.

Privacy Policy:

- In general Customer / user may browse this App/website for obtaining any data or information. However, in order to access the classified information, one needs to use the credentials provided as a customer / user.
- 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.
- SLNCV may share your personal information with our bankers for clearing necessary payments. This information shall be strictly up to the legal permissible limit and not exceeding.
- It is sole responsibility of user to pick online payment option. SLNCV does 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 such 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 SLNCV.
- 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 Institute 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 Institute 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, Institute 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 user, 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 SLNCV shall not be liable for any failure by the user or third party making payment 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 SLNCV reserves the right to vary these "Terms and Conditions" from time to time and the current version will be that published on this App/website.

Sri Lakshminarayanaa Cable Video® reserves the right to decline the acceptance of an online payment if your account is in default for any reason. SLNCV may also make additions/deletions/alteration to the Services offered, at its sole discretion. SLNCV reserves the right to withdraw the Service at any time at its discretion. SLNCV retains the right to change the "Terms and Conditions" for Payments, without any prior notice.