

TERMS AND CONDITIONS

BY CLICKING ON THE TERMS AND CONDITIONS CHECKBOX, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE (TOS).

INTRODUCTION AND DEFINITIONS

Service – Bunts Sangha's S. M. Shetty High School & Junior College (SM Shetty School)

Service enables consumers to pay electronically for goods and services under this transaction.

User –Any user of the services after accepting the present Terms and Conditions and others as may be relevant.

Personal information- Will include details such as name, phone number, and alternative number, if given and address.

Non-Personal information – Will include purchase details and purchase history.

SERVICE

You will be made available the (SM Shetty School) Service through either a merchant/seller website or an SMS or an Email. (SM Shetty School) Service does not guarantee quality or authenticity of the goods ordered or effects of using the goods. The goods shall be delivered to you after receiving confirmation of your payment from the Bank you choose to pay from. Please note the authentication is subject to factors like connectivity etc. which are out of the control of (SM Shetty School) and therefore (SM Shetty School) neither guarantees nor warrants the Service availability 100%. We will provide the (SM Shetty School) Service on best effort basis.

All charges, if any, paid by the User for this Service will be non-refundable.

(SM Shetty School) will not be paid anything by you for availing this Service.

(SM Shetty School) will not be bearing any of the charges, which are to be borne solely by you, namely, SMS charges, communication link charges, merchant charges etc.

Using of the Service may also enable certain cookies being stored on your system and they will remain till such time you delete these cookies specifically and periodically.

ACCEPTANCE

(SM Shetty School) provides its Service to you, subject to the following Terms of Service (TOS), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at <http://www.sshettyinstitute.org/downloads/SM-Shetty-TC.pdf> In addition, when using particular (SM Shetty School) services, you shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. Unless otherwise specified by (SM Shetty School) all alterations, additions and deletions shall take effect automatically and be binding on and from the day they are posted on the website www.companysite.com. We reserve the right to amend, modify, change, add or terminate (collectively "Changes") the terms, contained herein at our sole discretion or discontinue this Service without any further notice. You should make sure you view these Terms periodically to ensure that you are familiar with the most recent version. By continuing to access or use the (SM Shetty School) Service, you will be deemed to have agreed to accept and be bound by such altered, added to or deleted TOS. If you do not agree to the alterations, additions or deletions, you should discontinue accessing or using the (SM Shetty School) Service (other than those which have already been availed of by you prior to such alterations, additions or deletions)

ELIGIBLE CUSTOMERS

In order to access and use the (SM Shetty School)Service you must be an individual of at least 18 years of age who can enter into legally binding contracts under applicable law or a corporation, trust, association of persons or firm which can enter into legally binding contracts under applicable law. In case of a corporation, trust, association of persons or a firm, User must be authorized to agree to the TOS and to access, use and avail of the (SM Shetty School) Service. If User does not qualify, please do not access or use the (SM Shetty School) Service.

If you are not a Resident Indian, you may access, use and avail of the (SM Shetty School) Service only to the extent that the laws of India and those of your country permit you to do so. Further, your use of the Service is based on the understanding and agreement that by accessing and using the Service, you may be violating the local laws in India and/or your country. You agree that you will be solely and absolutely liable for any liability incurred by you in this regard and you will indemnify (SM Shetty School) and/or its respective partners/suppliers against any liability

incurred by (SM Shetty School) and its partners arising out of or in connection with your use of (SM Shetty School)Services.

DATA

(SM Shetty School) and/or its respective partners/suppliers facilitating (SM Shetty School) to provide the service will be storing the Data as given by you and as provided by the merchant / seller on systems provided by its solution partners and their servers, which at present is situated outside India. Data once entered by you shall be stored along with your transaction history with us for a period of eight years from the date of storing.

MEMBER CONDUCT

As a condition of your use of the Service, you warrant to (SM Shetty School) that you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions, including the content received and payments made through the Service.

(SM Shetty School) and/or its respective partners/suppliers are providing this Service to the User as an option for the User to remit payments to sellers of goods or services. (SM Shetty School) and/or its respective partners/suppliers disclaims all liability arising out of or in connection with goods or services bought using the (SM Shetty School)Service. In the event of a dispute regarding transaction or payment made, or if the User is desirous of changing or canceling the transaction, (SM Shetty School) and/or its respective partners/suppliers shall not be liable for the same and the User shall have to consult the merchant / seller. (SM Shetty School) and/or its respective partners/suppliers make no warranty as to the quality or usability or legality of selling such goods and products and such responsibility is with the seller of such goods and services and the User of (SM Shetty School) Service. (SM Shetty School) and/or its respective partners/suppliers have no obligation to monitor the Service or any member's use thereof or retain the content of any member session.

However, (SM Shetty School) and/or its respective partners/suppliers reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. (SM Shetty School) and/or its respective partners/suppliers expressly disclaim all warranties of any kind whether express or implied including without limitation, any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, merchantability, fitness for any particular purpose, non-infringement or completeness. Specifically, (SM Shetty School)and/or its respective partners/suppliers disclaims any and all warranties including, but not limited to any warranties concerning the availability, accuracy, usefulness, correctness or completeness of information, and any warranties of title, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under the laws applicable to the TOS.

(SM Shetty School)and/or its respective partners/suppliers do not warrant or makes any representations regarding the use or the results of the Service in terms of its compatibility, correctness, accuracy, reliability or otherwise. You assume total responsibility and risk for your access and use of the Service.

For any cancellation / refund / return / replacement / quality related dispute kindly contact respective seller. (SM Shetty School) and/or its respective partners/suppliers will not be liable for any loss or damage arising from your failure to comply with this clause.

1. No advice or information, whether oral or written, obtained by you from (SM Shetty School) and/or its respective partners/suppliers or through or from the Service shall create any warranty not expressly stated in the TOS.
2. This disclaimer of liability applies also to any injury or damage caused by any failure of performance, delay in processing or transmission, error, omission, interruption, deletion, defect, computer virus, communication line failure, unauthorized access to, alteration of, or use of record, whether for breach of contract, negligence, or under any other cause of action.

LIMITATION OF LIABILITY

You expressly understand and agree that (SM Shetty School) and/or its respective partners/suppliers shall not be liable for any direct, indirect, punitive, incidental, special,

consequential damages or any damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from

1. The use or performance of the Service or the inability to use or non performance of the Service;
2. The provision of or failure to provide services
3. The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
4. Unauthorized access to or alteration of your data;
5. Statements or conduct of any third party on the Service; or
6. Any other matter relating to the Service; whether based on contract, tort, negligence, strict liability or otherwise, even if (SM Shetty School) and/or its respective partners/suppliers has been advised of the possibility of damages.

We do not accept responsibility for any defects that may exist or for any costs, loss of profits, loss of data or consequential losses arising from the Service. We exclude all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any information and the value and integrity of goods and services offered. We may suspend or vary the whole or any part of the Service offered for any reason, at any time at our sole discretion without liability to you.

To the extent possible, the disclaimers, limitations on liability and indemnities available to (SM Shetty School) and/or its respective partners/suppliers under the TOS shall extend, mutatis mutandis, to the affiliates and partners of (SM Shetty School) and/or its respective partners/suppliers and their respective directors, officers, employees, agents, successors, assigns, involved in providing, delivering or managing the Service (or any part thereof). However, this clause shall not protect the aforesaid affiliates/partners or extend to their obligations and liability to (SM Shetty School) and/or its respective partners/suppliers or (SM Shetty School) and/or its respective partners/suppliers' claims against them.

You agree and acknowledge that the limitations and exclusions of liability and warranty provided in these terms and conditions are fair and reasonable.

INDEMNIFICATION

You agree to indemnify and hold (SM Shetty School) and/or its respective partners/suppliers, their parents, subsidiaries, affiliates, officers, agents, co branders or other partners and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Service.

MODIFICATIONS TO TERMS OF SERVICE, MEMBER POLICIES

(SM Shetty School) and/or its respective partners/suppliers reserves the right at any time and from time to time, at its sole discretion, to modify or discontinue, temporarily or permanently, in part or in whole, the Service, TOS or policies regarding the use of the Service with or without notice. You agree that (SM Shetty School) and/or its respective partners/suppliers shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. Your continued use of the Service shall be deemed as an unconditional acceptance of these changes. These Terms constitute the entire agreement between you and us regarding its subject matter and supersede all prior and contemporaneous undertakings and agreements between the parties, whether written or oral, with respect to that subject matter. Should any provision of these Terms be deemed unenforceable or invalid, the other provisions of these Terms shall remain in full force and effect.

NO WAIVER

The failure, delay or omission of (SM Shetty School) and/or its respective partners/suppliers to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. A waiver on any occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) months after such claim or cause of action arose or be forever barred.

NON-TRANSFERABILITY

You agree that the Service provided to you is not transferable under any circumstance and shall be used only by you. You further acknowledge, agree and confirm that (SM Shetty School) and/or its respective partners/suppliers shall have the right to transfer, assign or sell all its rights under this TOS that the payment instructions and transaction data given by you in favor of (SM Shetty School) shall continue to be in force and enure for the benefit of the successors and assigns of (SM Shetty School).

SEVERABILITY

If any part of this TOS is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, 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 the agreement shall continue in effect.

NOTICES, TRANSACTION RECORDS AND ELECTRONIC DISCLOSURES

Notices to you may be made via either email or by delivery by hand /regular mail to the address provided by you. The Service may also provide notices of changes, to either the TOS or other matters, by way of publication in newspapers or by displaying notices or web-links to notices on the Service. All such notices will have the same effect as a notice served individually to you. Notices and instructions will be deemed served 3 days after posting or upon receipt in the case of hand delivery, cable, telex, through internet or facsimile (fax). You acknowledge and agree to receive all disclosures and notifications electronically, which, in most cases, will be done through the Internet or SMS. If, for any reason, you do not wish to receive the disclosures electronically, you must advise (SM Shetty School) immediately. In such an event, (SM Shetty School) reserves the right to discontinue/terminate the provision of the Service to you, in whole or in part.

You acknowledge that the read-out, faxed, email, SMS or printed output, if any, that is generated at the time of operation of your account under the Service is a record of the operation by you. The records of (SM Shetty School) and/or its respective partners/suppliers, generated by the transactions arising out of the use of the Service, including the time the transaction is recorded shall be conclusive proof of the genuineness and accuracy of the transaction.

You acknowledge that (SM Shetty School) and/or its respective partners/suppliers shall have no liability or obligation to keep a record of the transactions carried through the (SM Shetty School) Service and/or to provide information to you or for verifying your Payment Transaction, other than records required to be kept or information required to be provided statutorily by (SM Shetty School) and/or its respective partners/suppliers.

GOVERNING LAWS

The Laws of India shall govern the validity, construction and enforceability of this Agreement in all respects. You and (SM Shetty School) agree to submit to the personal and exclusive jurisdiction of the courts located within Mumbai, India, to the exclusion of all other Courts, as regards any claims or matters arising under these terms and conditions. (SM Shetty School)

accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that a Member in a country other than India accesses the Service does not imply that the laws of that country govern these terms and conditions or the operations in the accounts of the Member or the use of the Service. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

GENERAL INFORMATION

- a) The section titles in this agreement are for only for convenience and do not affect the meaning of the relative clause.
- b) (SM Shetty School) may sub-contract and employ agents to carry out any of its obligations under this contract. (SM Shetty School) and/or its respective partners/suppliers may transfer or assign its rights and obligations under this contract to any other entity.
- c) The Service is governed by the guidelines issued by the RBI and any other government or regulatory authority from time to time.
- d) A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

LANGUAGE, COPYRIGHT AND TRADEMARKS

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

OTHER IMPORTANT TERMS

- i. You expressly agree that use of this Service/Offer is at your sole risk. (SM Shetty School) and/or its respective partners/suppliers, its affiliates and their officers, directors, employees, and agents disclaim all warranties, express or implied,

including without limitation any warranty of merchantability, availability, and fitness for a particular purpose or non-infringement.

- ii. You agree not to misuse the Service or to transmit or post any material which is illegal, defamatory, offensive, obscene, political, religious, conspiratorial, menacing in nature or which in the opinion of (SM Shetty School) is illegal, defamatory, offensive, obscene, political, religious, conspiratorial, menacing in nature to anyone.
- iii. Any provision of these terms and conditions that is declared invalid or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.
- iv. (SM Shetty School) reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify Service/Offer or any part thereof at its sole discretion at anytime as may be required in view of business exigencies and/or changes by TRAI, Reserve Bank of India, Ministry of Finance, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Subscriber.

PROHIBITED ACTIVITIES

You may not use the Service for activities that:

- a. Violate and law, statute, ordinance or regulation
- b. relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial intolerance or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law.
- c. relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing

programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are associated with the sale of traveler's checks or money orders, (f) involve currency exchanges or check cashing businesses, (g) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (h) involve offering or receiving payments for the purpose of bribery or corruption.

- d. Involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.