

## Terms and Conditions

For Online-Payments, the Terms and Conditions contained herein shall apply to any person ("User") using the services of Kadi Sarva Vishwavidyalaya, Gandhinagar for making fees payments through an online payment gateway service ("Service") offered on website i.e. [www.foeksv.org](http://www.foeksv.org). Each User is therefore deemed to have read and accepted these Terms and Conditions.

- Privacy Policy Kadi Sarva Vishwavidyalaya, Gandhinagar respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy. This Privacy Policy describes Kadi Sarva Vishwavidyalaya, Gandhinagar's treatment of personally identifiable information that Kadi Sarva Vishwavidyalaya, Gandhinagar collects when User is on the Kadi Sarva Vishwavidyalaya, Gandhinagar's website. Kadi Sarva Vishwavidyalaya, Gandhinagar does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when the User specifically and knowingly provides such information on the Website. Like any business interested in offering the highest quality of service to clients, Kadi Sarva Vishwavidyalaya, Gandhinagar may, from time to time, send email and other communication to the User tell them about the various services, features, functionality and content offered by Kadi Sarva Vishwavidyalaya, Gandhinagar website or seek voluntary information from you.

Please be aware, however, that Kadi Sarva Vishwavidyalaya, Gandhinagar will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or
- b) if any of User's actions on Kadi Sarva Vishwavidyalaya, Gandhinagar's website violate the Terms of Service or any of Kadi Sarva Vishwavidyalaya, Gandhinagar's guidelines for specific services, or
- c) to protect or defend Kadi Sarva Vishwavidyalaya, Gandhinagar's legal rights or property, the Kadi Sarva Vishwavidyalaya, Gandhinagar site, or Kadi Sarva Vishwavidyalaya, Gandhinagar Users; or
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Kadi Sarva Vishwavidyalaya, Gandhinagar website/offering.

## B. General Terms and Conditions for Online-Payments

1. Once a User has accepted these Terms and Conditions, he/she may register and avail the Services. A User may either register on Kadi Sarva Vishwavidyalaya, Gandhinagar's website or alternatively enter his/her 14 digit property number and pay their latest property tax

dues/bill(s)" in any other manner as may be specified by Kadi Sarva Vishwavidyalaya, Gandhinagar from time to time.

2. Kadi Sarva Vishwavidyalaya, Gandhinagar 's 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 Kadi Sarva Vishwavidyalaya, Gandhinagar '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 Kadi Sarva Vishwavidyalaya, Gandhinagar with respect to such use. Each User 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 Kadi Sarva Vishwavidyalaya, Gandhinagar.
3. 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.
4. These Terms and Conditions constitute the entire agreement between the User and Kadi Sarva Vishwavidyalaya, Gandhinagar. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Kadi Sarva Vishwavidyalaya, Gandhinagar. 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.
5. The entries in the books of Kadi Sarva Vishwavidyalaya, Gandhinagar and/or the Payment Service Providers kept in the ordinary course of business of Kadi Sarva Vishwavidyalaya, Gandhinagar and/or the Payment Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. 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 Kadi Sarva Vishwavidyalaya, Gandhinagar with his/her claim details and claim refund from Kadi Sarva Vishwavidyalaya, Gandhinagar alone. Such refund (if any) shall be effected only by Kadi Sarva Vishwavidyalaya, Gandhinagar via payment gateway or by means of a demand draft or such other means as Kadi Sarva Vishwavidyalaya, Gandhinagar deems appropriate. The refund shall be made in legitimate cases within 30 days as per rules & regulations of the Kadi Sarva Vishwavidyalaya, Gandhinagar. 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.
7. 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.

8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact the Kadi Sarva Vishwavidyalaya, Gandhinagar 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 Kadi Sarva Vishwavidyalaya, Gandhinagar alone in line with their policies and rules.
9. In case of cancellation of Hostel Admissions, refund of hostel fees/deposit shall be as per the rules & regulations of the hostel management policy of the university mentioned on the hostel admission portal.
10. 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 'sessiontimeout', 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:

(i) In case the Bank Account appears to be debited, ensure that he/she does not make the payment twice and immediately thereafter contact Kadi Sarva Vishwavidyalaya, Gandhinagar via e-mail or any other mode of contact as provided by Kadi Sarva Vishwavidyalaya, Gandhinagar to confirm payment.

(ii) 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).

User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet cafe