

NIST UNIVERSITY

Institute Park, Berhampur, Odisha-761008, India

TERMS AND CONDITIONS FOR ONLINE PAYMENTS

These terms and conditions apply to the user who uses the Online Services provided for any payment made to NIST University, Odisha. Kindly read these terms and conditions carefully. By authorizing a payment to NIST University through the online payment service ("the service"), it would be treated as a deemed acceptance to these terms and conditions. NIST University 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. The following is a summary of the key terms of this service:

- (i) Payment(s) through this Service may only be made with a Credit Card, Debit card, Net Banking or UPI.
- (ii) 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.
- (iii) The credit card information supplied at the time of using the service is processed by the payment gateway of the service provider (Bill Desk) and is not supplied to NIST University. 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.
- (iv) The Applicant 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 NIST University or the Payment Service Provider (Bill Desk) (s) have no control over such matters.
- (v) The service is provided using a payment gateway service provider (Bill Desk) through a secure website. However, neither the payment gateway service provider (Bill Desk) nor NIST University gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. NIST University 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.

- (vi) NIST University and /or the payment Service Provider (Bill Desk)(s) 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 messages. Under no circumstances shall the NIST University and /or the Payment Service Provider (Bill Desk) (s) , 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.
- (vii) The applicant agrees that NIST University or any of its employees will not be held liable by the applicant for any loss or damages arising from end user of , or reliance upon the information contained of the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond NIST University's reasonable control.

(A) Debit/Credit Card, Bank Account Details

- The applicant 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 applicant 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 applicant further agrees and undertakes to provide correct and valid debit/credit card details.
- The applicant may pay his/her fees to NIST University by using a debit/credit card or through online banking account. The applicant 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:
 - (i) The applicant is fully and lawfully entitled to use such credit/debit card, bank account for such transactions;
 - (ii) The applicant is responsible to ensure that the card/bank account details provided by him/her are accurate;
 - (iii) The student/candidate 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 or fees dues selected by the applicant inclusive of the applicable Fee.

(B) No Warranty

No warranty, representation or guarantee, express or implied, is given by NIST University in respect of the operation of the service.

(C) Disclaimer and Limitation of liability

NIST University 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.

(D) Governing law

These terms and conditions are governed by the laws of India and the competent courts at High Court of Odisha , Cuttack shall have exclusive jurisdiction.

(E) Dispute Resolution

Any dispute arising in relation to the terms and conditions will be submitted to a sole arbitrator appointed by NIST University under the provisions of the Arbitration and Conciliation Act, 1996 and rules framed there under. Any dispute is subject to jurisdiction of SDJM, Berhampur only. The relation between student and NIST University is not that of a consumer and a service provider (Bill Desk).

(F) Refund/Cancellation Policy

Fees once paid will not be refunded under any circumstances. However, in case of dual OR excess payments the students may contact to the service provider (Bill Desk) . The service provider (Bill Desk) will resolve the issues after verification of details and in consultation with the competent authority of NIST University. The whole process may take ten working days.

(G) Privacy Policy

- (i) In general, parent/guardian/student may browse this website for obtaining any data or information. However, in order to access the classified information, one needs to use the credentials provided as a Parent/Guardian/Staff/Student user.
- (ii) NIST University may share the personal information (Name, Mail ID, Mobile No., courses, Date of Birth) with our bankers for clearing necessary fees payments. This information shall be strictly up to the legal permissible limit and not exceeding.
- (iii) Online Fee Payment system purpose to provide flexibility and conform to its continuing student by offering option to pay online using various payment methods.
- (iv) It is the sole responsibility of student to pick online payment option. NIST University do not recommend/ prefer/promote any particular method.

- (v) If payment is made by means of a card that student/University do not personally own, the permission of the card owner must always be obtained to make payments using the card. In using the system, the Bill gates confirm that you have such permission.
- (vi) Information related to payments using debit or credit card is not accessed or stored by NIST University.

(H) Limitation of Liability

In no event, NIST University will be liable for any damage direct or indirect losses or expenses arising in connection with site or Internet connectivity use thereof inability to use by any person delay of operation or transaction, computer virus etc.

(I) Variations to the Terms and Conditions

NIST University reserved the right to vary these Terms and Conditions from time to time and the current version will be that published on this website. NIST University reserve the right to decline the acceptance of an online payment if the account is in default for any reason. NIST University may also make additions/deletions/alteration to the services offered, at its sole discretion. NIST University reserve the right to withdraw the service at any time at its discretion. NIST University retain the right to change the terms and conditions for Online Fees Payments, without any prior notice.