## PAYMENT GATEWAY TERMS AND CONDITIONS

## **DISCLAIMER**

This Service is being provided in order to facilitate access to our Franchisees and Suppliers to pay their fees, excluding Royalties, online to the Company through an electronic and automated collection and remittance service (the "Payment Gateway") hosted through TD Merchant Services and bambora (the 'Payment Service Providers'). The Company makes no representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified for this purpose. The User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at his/her/their own risk and responsibility of the User. Online payment of fees does not serve as final admission to any courses of the Company. Admission formalities needs to be completed separately.

## LIMITATION OF LIABILITY

- 1. The Company, its affiliates or employees shall in no way be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or any other intangible losses arising out of or in connection with the access to or usage of the Payment Gateway service.
- 2. The Company assumes no liability whatsoever for any monetary or other damage suffered by you on account of any delay, failure, interruption, or corruption of any data or other information transmitted or any interruption or errors in connection with the use and operation of the Payment Gateway service.
- 3. You shall indemnify and hold harmless the Company and their respective officers, directors and employees, from any claim or demand, or actions. The Company will not be liable for any failures in the external link or for any fraud perpetrated either at the payment gateway and/or at the bank end that could take place during or after the time of you making payment.
- 4. You agree, understand and confirm that any personal data including details related to credit/debit card or Bank accounts submitted by you during the time of making payment is transmitted over the Internet and is susceptible to misuse, theft and/or fraud and that the Company has no control over such matters.
- 5. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by you, the Company does not in any way guarantee that the use of the payment gateway will not result in theft and/or unauthorized use of data over the Internet.

## **DEBIT/CREDIT CARD, BANK ACCOUNT DETAILS**

You may pay fees to the Company by using a VISA or MasterCard Credit Card. You submit and agree that the Credit card details provided by you to the Payment Gateway for payment transaction processing will be correct and you shall not use a debit/credit card, which is not lawfully owned by you.

You agree that when you initiate a payment transaction and/or issue an online payment Instruction and provide your Credit Card details:

You warrant that you are fully and lawfully entitled to use the said Credit Card for such transactions.

You are responsible to ensure that all the Credit Card details provided by you are accurate.

You are authorizing the debit to the nominated Credit Card for the settlement of bills selected by you along with the applicable fees.

You are responsible to ensure that sufficient credit is available on your presented Credit Card at the time of making the payment to permit the payment of the bills selected by you inclusive of the applicable fees.

By proceeding ahead with the payment process you expressly agree and provide your consent to the above mentioned Terms and Conditions.