

## **General Terms and Conditions for Online Payments**

### **Preliminaries**

These terms and conditions apply to the Payor who will use the online services provided for any payment payable to Earth and Shore Leisure Communities Corporation (the Company).

Please read the terms and conditions carefully. By authorizing a payment to ESLCC through its online payment service, it would be treated as a deemed acceptance to these terms and conditions.

1. Once a Payor has accepted these Terms and Conditions, he/she may register and avail the Services.
2. 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.
3. 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 'session timeout', the Payor 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 the Company via e- mail or any other mode of contact as provided by the Company to confirm payment.
  - ii. In case the Bank Account is not debited, the Payor may initiate a fresh transaction to make payment.
  - iii. However, the Payor 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).
4. The Company and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the Payor on account of:

- i. The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
  - ii. Any interruption or errors in the operation of the Payment Gateway.
5. The Payor agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that the Company or the Payment Service Provider(s) have no control over such matters.
6. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the Payor the Company does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
7. The Company, the Payment Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

### **Debit/Credit Card, Bank Account Details**

1. The Payor 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 Payor 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 Payor further agrees and undertakes to provide correct and valid debit/credit card details.
2. The Payor may pay his/her fees to the Company by using a debit/credit card or through online banking account. The Payor 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 Payor is fully and lawfully entitled to use such credit/debit card, bank account for such transactions.
  - ii. The Payor is responsible to ensure that the card/ bank account details provided by him/ her are accurate.
  - iii. The Payor is authorizing debit of the nominated card/ bank account for the payment of fees selected by such Payor along with the applicable Fees.

- iv. The Payor is responsible to ensure enough 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 the bill(s) selected by the Payor inclusive of the applicable Fee.

### **Payment Gateway Disclaimer**

The Service is provided in order to facilitate access to view and pay Fees online. The Company or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the Payor expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the Payor.

### **Payment Refund Policy for Online Payments**

In the event there is any claim for/of charge back by the Payor for any valid and acceptable reasons whatsoever, such Payor shall immediately approach the Company with his/her claim details and claim refund from the Company alone.

Such refund (if any) shall be affected only by the Company upon its approval and shall issue checks or make deposits to the approved refund. No claims for refund/charge back shall be made by any Payor to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained.

All refund shall be subject to refund fee, service fee and any other similar fees.

### **Refund for fraudulent/duplicate transaction(s):**

The Payor shall directly contact his/her nominated bank 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 the nominated bank alone in line with their policies and rules.

### **Terms and Conditions Update**

The Company may update its terms and conditions without prior notice pursuant to applicable laws and/or its policies and procedures. All updates and other relative information will be posted on the website.