

TERMS AND CONDITIONS FOR ONLINE PAYMENTS

Introduction:

These terms and conditions apply to the User who uses the Online Services (herein called "the user") provided for any payment made to RCC Institute of Information Technology (RCCIIT). Kindly read these terms and conditions carefully. By authorizing a payment to RCCIIT through the online payment service (herein called "the service"), it would be treated as a deemed acceptance to these terms and conditions. RCCIIT 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.

Key terms:

The following is a summary of the key terms of this service:

- Payment(s) through this Service may only be made with a Credit Card, Debit card, Net Banking or Bhim UPI.
- Before using this Service, it is recommended that the user is aware of the charges and/or fees payable against the Credit/Debit card, Net Banking or Bhim UPI.
- The credit card information supplied at the time of using the service is processed by the payment gateway of the service provider and is not supplied to RCCIIT. It is the sole responsibility of the User of the service to ensure that the information entered in the relevant fields is correct. It is recommended that the user retains 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.
- The user agrees, understands and confirms that his/ her personal data, including without limitation, details relating to debit card/ credit card/net banking/bhim UPI transmitted over the Internet is vulnerable and may lead to misuse, hacking, theft and/ or fraud. In such cases, RCCIIT or the Payment Service Provider(s) will not be responsible as these are beyond the control of both the entities.
- The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor RCCIIT provide any assurance, that the information provided online by a user is secured under all circumstances and will not be read or intercepted by a third party. RCCIIT does not accept or assume any liability in the event of such unauthorized interception, hacking or unauthorized access in any form to the information provided by a user of the service.
- RCCIIT and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of the following:
 - (a) any data, information or message,
 - (b) the transmission or delivery of any such data, information or message;
 - (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 message.

Under no circumstances shall the RCCIIT and/or the Payment Service Providers, its employees, members of Board of Governors, members of Board of Management and its third party agents involved in processing, delivering or managing the services, be liable for the following:

- a) any direct, indirect, incidental, special or consequential damages,
- b) any damages whatsoever, including punitive or exemplary action arising out of or in any way

RCC Institute Of Information Technology

connected with the provision of or any inadequacy or deficiency in the provision of the services resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.

- The user agrees that RCCIIT or any of its employees will not be held liable by the applicant for any loss or damages arising from use of, or reliance upon the information contained in the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstances beyond RCCIIT's reasonable control.

Debit/Credit Card, Bank Account Details:

- The user 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 user 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 user may pay his/ her fees to RCCIIT by using a debit/credit card or through online banking account (through the use of netbanking). The user 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:
 - The user is fully and lawfully entitled to use such credit / debit card, netbanking credentials for such transactions;
 - The user is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
 - The user authorizes debit of the nominated card/ bank account for the payment of fees selected by such user along with the applicable fees (only in case of RTGS, NEFT, IMPS and Credit Card payment).
 - The user 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 duly selected by the user inclusive of the applicable fee.

No warranty:

No warranty, representation or guarantee, express or implied, is given by RCCIIT in respect of the operation of the service. The information and materials contained in this site including, graphics, links or other items are provided as on "As Is" and "As Available" basis by RCCIIT which tries to provide information accurately and expressly disclaims liability for error or omission in this information and materials. No warranty of any kind, implied, express or statutory shall be given by RCCIIT and this shall not be limited to the warranty of fitness for a particular purpose and freedom from computer virus in conjunction with the information and materials.

Disclaimer and Limitation of liability:

RCCIIT 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 by using this service.

Governing Law:

These terms and conditions are governed by the laws of India and the competent courts at Kolkata shall have exclusive jurisdiction.

Dispute Resolution:

RCC Institute Of Information Technology

Any dispute arising in relation to the terms and conditions will be submitted to a sole arbitrator appointed by RCCIIT under the provisions of the Arbitration and Conciliation Act, 1996 (Principal Act), the Arbitration and Conciliation (Amendment) Act, 2015 and rules framed thereof . The venue of Arbitration shall be at RCCIIT..

Refund/Cancellation Policy:

The refund of any payment made to RCCIIT shall be governed by the guidelines and rules frames by AICTE (affiliating body) and MAKAUT(affiliating university)

RCC Institute Of Information Technology

Privacy Policy:

- In general, the 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.
- The information provided by the user on this website shall be kept confidential and shall not be shared with anyone other than RCCIIT staff members for furtherance of processing the necessary information. The data will neither be made accessible to third parties nor transferred in any form or manner unless required by law.
- RCC Institute of Information Technology may share the personal information with bankers for clearing necessary fees payment. This information shall be strictly up to the legal permissible limit without exceeding it.
- The purpose of the Online Fee Payment system is to provide flexibility and comfort to the bonafide students of RCCIIT by offering option to pay online using various payment methods.
- It is the sole responsibility of the students to pick online payment option. RCCIIT does not recommend/ prefer/promote any particular method.
- If payment is made by means of a card that the user does not own personally, the permission of the card owner must always be obtained to make payments using the card. While using the system the user confirms implicitly that such permission from the owner of the card has been obtained
- Information related to payments using debit or credit card is not accessed, saved or stored by RCCIIT..
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- Limitation of Liability: In no event, RCCIIT will be liable for any damage direct or indirect losses or expenses arising in connection with use of the website or inability to use by any person thereof causing delay of operation or transaction attributed to network or related problems computer viruses etc.

Security:

All payment details which are entered through this payment gateway are encrypted when the user, or third party making payment, enters them. The site is secure and uses 128-bit encryption to offer secure communications by encrypting all data to and from the website. RCC Institute of Information Technology shall not be liable for any failure by the user or third party making payment of fees to properly protect data from being seen on their screen or through sniffing on the network by other unauthorized persons or otherwise obtained by such such persons, during the Online Payment process or in respect of any omission to provide accurate information in the course of the Online Payment Process.

Variations to the Terms and Conditions:

RCCIIT reserve the right to decline the acceptance of an online payment if the user account is in default for any reason. RCC Institute of Information Technology may also make additions/deletions/alteration to the services offered, at its sole discretion and prerogative. RCCIIT reserve the right to withdraw the service at any time at its discretion and retain the right to change the terms and conditions for Online Fees Payments, without any prior notice.