

Terms and Conditions for Online Payment

The Terms and Conditions contained herein shall apply to any person (“Payer”) using the services of Indian School Al Maabela (ISAM) for making school fees payment through an online payment gateway service (“Service”) offered by Payment Gateway Service provider, through ISAM’s website i.e., <https://www.indianschoolmaabela.com> Each Payer is therefore deemed to have read and accepted these Terms and Conditions.

A. Privacy Policy

ISAM respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the Payer is not wilfully disclosed to any third party without first receiving the Payer’s permission, as covered in this Privacy Policy.

Please be aware, however, that ISAM will release specific personal information about the Payer 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 Payer’s actions on ISAM’s website violate the Terms of Service or any of ISAM’s guidelines for specific services, or
- c) to protect or defend ISAM’s legal rights or property, the ISAM site, or ISAM Payers; or
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of ISAM website/offerings.

B. Delivery Policy

1. Once a Payer has accepted these Terms and Conditions, he/ she may register and avail the Services.
2. ISAM’s rights, obligations, undertakings shall be subject to the laws in force in Sultanate of Oman, as well as any directives / procedures of Board of Directors Indian Schools in Oman, and nothing contained in these Terms and Conditions shall be in derogation of ISAM's right to comply with any law enforcement agencies request or requirements relating to any Payer’s use of the website or information provided to or gathered by ISAM with respect to such use. Each Payer 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 ISAM.
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 Payer and ISAM. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Payer and ISAM. 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 ISAM and/or the Payment Service Providers kept in the ordinary course of business of ISAM 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 Payer and shall be conclusive proof of the genuineness and accuracy of the transaction.

C. Liability Limitations

1. ISAM has made this Service available to the Payer as a matter of convenience. ISAM expressly disclaims any claim or liability arising out of the provision of this Service. The Payer agrees and acknowledges that he/she shall be solely responsible for his/ her conduct and that ISAM reserves the right to terminate the rights to use the Service immediately without giving any prior notice thereof.
2. ISAM and/or the Payment Service Providers 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, nonperformance or interruption in any such data, information or message. Under no circumstances shall the ISAM and/or the Payment Service Providers, its employees, School Management Committee, 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 Services.
3. ISAM and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the Payer 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.

4. The Payer shall indemnify and hold harmless the Payment Service Provider(s) and ISAM and their respective officers, School Management Committee, Directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.
5. The Payer agrees that ISAM or any of its employees will not be held liable by the Payer for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond ISAM's reasonable control.

D. Miscellaneous Conditions:

1. The Payer 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 ISAM or the Payment Service Provider(s) have no control over such matters.
2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the Payer, ISAM 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.
3. ISAM, 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.
4. The total e-payment online transactions are executed using state of the art technology (SSL) to ensure secured transaction. ISAM shall not be liable for any failure by the Payer or third-party making payment of Fees to properly protect data from being seen on their screen by other persons or otherwise obtained by 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.

E. Debit/Credit Card, Bank Account Details

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

F. Transaction Charges

ISAM does not charge any processing fee or service charge from the Payers for online payment. However, Payers have to bear the necessary transaction charge plus service tax /VAT applicable for online payment of fee. This charge will be taken by e-payment solution provider for giving this service.

G. Disclaimer: Payment Gateway /Net Banking

The Service is provided in order to facilitate access to pay school fees online. ISAM 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 User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.

H. Cancellation, Refund and Return Policy

1. Refund for Charge Back Transaction: In the event there is any claim for/ of charge back by the Payer for any reason whatsoever, such Payer shall immediately approach ISAM finance department with his/ her claim details and claim refund from ISAM finance department alone excluding any bank charges, incidental expenses paid by the Payer. Such refund (if any) shall be made only by ISAM via cheque or by means of fund transfer or such other means as ISAM deems appropriate. No claims for refund/ charge back shall be made by any Payer to the Payment Service Provider(s) and in the event such claim is made refund shall not be entertained.
2. Refund for fraudulent/duplicate transaction(s): The Payer shall directly contact ISAM 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 ISAM alone in line with their policies and rules.

4. **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 Payer 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 ISAM via e-mail or any other mode of contact as provided by ISAM to confirm payment.
 - (ii) In case the Bank Account is not debited, the Payer may initiate a fresh transaction to make payment.

I. Product and Services sold

This is an educational/academic institution providing schooling from Pre-primary to Secondary Education primarily to the Indian community in the Sultanate of Oman.