

TERMS AND CONDITIONS FOR ONLINE PAYMENTS

Introduction:

These terms and conditions apply to the User who uses the Online Services provided for any payment made to Odisha State Housing Board (OSHB). Kindly read these terms and conditions carefully. By authorizing a payment to OSHB through the online payment service ("the service"), it would be treated as a deemed acceptance of these terms and conditions. OSHB 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 term(s) and condition(s) 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 or Net Banking.
- 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.
- The credit card information furnished at the time of using the service is processed through the payment gateway of the service provider and is not supplied to OSHB. It is the sole responsibility of the User of the service to ensure that the information(s) entered in the relevant field is correct. It is recommended that you shall take and retain a copy of the transaction for record and future C.D for resolution of any disputes which might arise put or uses of the service in future.
- 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 at OSHB or the Payment Service Provider(s) have no control over such matters and they shall not be responsible for any manner for such lapses and occasioned in future.
- The service is provided using a payment gateway service provider through a secured website. However, neither the payment gateway service provider nor the OSHB gives any assurance, that the information so provided online by a user is secured and may be read and or intercepted by a third party. OSHB 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 arises in course of transaction.

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- **OSHB 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, non-performance or interruption in any such data, information or message. Under no circumstances shall the OSHB and/or the Payment Service Providers, 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.**
- **The Applicant agrees that OSHB or any of its employees will not be held liable for the Applicant of any loss or damages arising from your such use, or reliance upon the information contained on the Website, or any failure to comply with these Term(s) and Condition(s) where such failure is due to circumstance beyond OSHB's reasonable control.**

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 application/initial fees to OSHB 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:**

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- The Applicant is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- The Applicant is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- The Applicant authorizes debit of the nominated card/ bank account for the Payment of fees selected by such Applicant along with the applicable Fees.
- The Applicant 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.

No warranty:

No warranty, representation or guarantee, express or implied, is given by the OSHB in respect of the operation of the above mentioned service.

Disclaimer and Limitation of liability:

OSHB 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.

Governing law:

These terms and conditions are governed by the law(s) of India and the competent courts at Bhubaneswar shall have the exclusive jurisdiction only.

Refund/Cancellation Policy:

- i) Amount once paid through the payment gateway shall not be refunded other than in the following circumstances:
 - In case of Multiple times debiting of Customer's Card/Bank Account OR Customer's account due to the technical errors occasioned in a single transaction found excess shall be refunded or deducted of P.G.C.
- ii). For the purpose of refund as aforesaid, the Customer will have to make an application for refund along with the transaction number and original payment receipt, if any generated at the time of making payments. The application in the prescribed format should be sent to cao@oshb.org.

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- iii). The application will be processed manually and after verification and incase if the claim is found valid, the excess will be refunded through electronic mode in favour of the applicant and with confirmation in the address given in the online registration form.
- iv). Company and/or OSHB assumes no responsibility and shall incur no liability, if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one and or more of the following circumstances:
 - If the Payment Instruction(s) issued are incomplete, inaccurate, invalid and or delayed.
 - If the Payment Account has insufficient funds/limits to cover the amount as mentioned in the Payment Instruction(s)
 - If the funds available in the Payment Account are under any encumbrance or charge.
 - If your Bank or the OSHB refuses honouring the Payment Instruction(s).
 - Circumstances beyond the control of a Company (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems failure and systems like computer or telephone lines breakdown and/or any reason beyond the control of OSHB/company.
 - In case the payment is not done for any reason and made known to OSHB/company as far as practicable, intimate about such failure in the email address is made available to OSHB/company.

Privacy Policy:

- General public / allottees / applicants 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 public / allottees / applicants.
- The information provided by the user on this website shall be kept confidential and shall not be shared with anyone. The DATA will neither be made accessible to third parties nor transferred in any form or manner, unless required by law/or directed by competent court /forum.
- OSHB may share your personal information with our bankers incase required for clearing fees payments. This information shall be strictly up to the legal permissible limit and not beyond.
 - It is the sole responsibility of allottees / applicants to pick online payment option. OSHB do not recommend/allow/prefer/promote any particular method.
 - If the payment is made by use of card and etc. other than the applicant/allottee shall be subject to him/her to their permission and at the cost and risk of allottee/applicant

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- Information related to payments using debit or credit card is not accessed or stored by the organisation.
- 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 OSHB which organized and tried to provide information accurately and expressly disclaims liability for error or omission regarding this information and materials.
- No warranty what so ever of any kind, implied, express and/or contractual shall be given by OSHB and all transactions concerning online payment shall be at the cost and risk of allottee/applicant. OSHB will not be liable for any damage direct or/indirect losses or expense(s) arising and/or fees charged on the online transaction.

Security:

All payment are entered through this payment gateway are encrypted into OSHB once the applicant/allottee makes payment uses 128-bit encryption to offer secured communications by encrypting all data to and from the site. The OSHB shall not be liable for any failure and for does not ensure all security.

Variations to the Terms and Conditions:

OSHB reserve the right to decline the acceptance of an online payment if the account of applicant/allottee is in default for any reason. OSHB may also make addition(s) / deletion(s)/ alteration(s) to the services offered, at its sole discretion. OSHB also reserves the right to withdraw the service at any time at its discretion. OSHB also retain it's right to change the terms and conditions for Online Fees Payments, without any prior notice.

Sd/-
Law Officer

Sd/-
Accounts Officer

Sd/-
FA & CAO