

Terms and Conditions for Online Payments

The Terms and conditions contained herein shall apply to any person (“User”) using the services of FIIB’s website for making payments through online payment gateway service offered jointly by HDFC Bank and Payment Gateway Service provider, through FIIB’s website www.fiib.edu.in.

Each User is therefore deemed to have read and accepted these Terms and Conditions. If you do not agree to any of the terms and conditions, you should not use this service. By using this facility, you accept that this will form a legal binding agreement between you and FIIB.

Definitions & interpretation

The terms used in this agreement have the meanings set out below unless the context requires otherwise:

“Agreement” means the terms and conditions as detailed herein including all schedules, appendices, annexures, privacy policy and will include the references to this Agreement as amended, supplemented, varied or replaced from time to time.

“FIIB” Means Fortune Institute of International Business, New Delhi.

"Online payment facility" means the internet based payment system operated on behalf of FIIB.

“Site” means the online transaction platform owned and operated by FIIB which provides a venue to the users of FIIB to buy the products/services listed on www.fiib.edu.in.

"Card supplier" means the institution which owns the debit or credit card you are using on the Online Payment Facility.

"User”/”You" means and includes you and/or any person or an entity using or accessing the services provided on this site.

“Product/s” connotes Admission Forms that appears in our website ie. fiib.edu.in where the user/ applicant can fill the form online and services promoted / displayed on the Site and offered for any use / sale.

Conditions

All payments are subject to the following conditions:

- You warrant that in using the online payment facility you are competent and eligible to enter into legally binding agreement and have the requisite authority to use the debit or credit card for the payment or payments you are making.
- Payments received will not be posted to FIIB’s account until the following working day.

- FIIB cannot accept liability for a payment which is refused or declined by the Card Supplier for any reason.
- If the card supplier declines payment, FIIB is under no obligation to bring this fact to your attention. It is your responsibility to check with the Card Supplier that payment has been deducted from the debit or credit account.
- FIIB will not be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site.

Modification of Terms and conditions of Service

FIIB may at any time modify the terms and conditions ("Terms") of the Service without any prior notification to you. You can access the latest version of the Terms at any given time. You should regularly review the Terms. In the event wherein the modified terms are not acceptable to you, you should discontinue using the service. However, if you continue to use the service you agree to accept and abide by the modified Terms. Your use of the Site after any amendment to the Terms of Use shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions.

Credit card details

To avail of and use the Services you will have to register with FIIB with details of your information like email-id, name, mob/Tele No, date of birth etc. and then you have the option to make online payment for the product/services. As a part of registration process you agree to provide credit card details etc. You agree, understand and confirm that the credit card details provided by you for availing of services offered by FIIB will be correct and accurate and you shall not use the credit card which is not lawfully owned by you. You represent that you have valid rights and title in any and all Contents/Credit Card details that you submit on the Site, that you have not infringed on any right over the same belonging to any party and further that you will indemnify FIIB or its affiliates for all claims arising out of any content/Credit Card details that you post on the Site. You further agree and undertake to provide the correct and valid credit card details to FIIB. FIIB will not be liable for any credit card fraud. The liability to use a card fraudulently will be on the user and the onus to 'prove otherwise' shall be exclusively on the user.

You acknowledge and agree that FIIB may preserve content and the said information will not be utilized and shared or disclosed by FIIB with any third party unless required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- (a) comply with legal process, law, regulation or court order;
- (b) enforce the Terms and Conditions of this agreement;
- (c) respond to claims that any Content/ credit card details violates the rights of third-parties;

(d) respond to your requests for customer service; or

Charges

FIIB shall charge the Non-refundable fees or other charges from a user, in respect of its products and service or any other aspect of this Site which is to be paid by you by submitting the Admission Form with online payment option through your Credit Card.

Revision of Fees/Changes

FIIB reserves a right to revise the fees or other charges or withdraw or suspend / cancel, or discontinue any or all of the services without prior notice, make modifications and alterations in any or all of the content, products and services contained on the site without prior notice and at the sole discretion of the FIIB.

Cancellation / Refund Policy

Cancellation and Refund of Fee/Charges once made by filling the Admission Forms with credit card details etc., at User's request, shall not be allowed under any circumstances.

Non- Delivery or late delivery due to mistakes of user:

In case of non-delivery or late delivery due to a mistake by the user (i.e. writing or incomplete name or address or recipient not available), any extra charges incurred for re-delivery shall be claimed from the user placing the requests.

Electronic Communication

When you visit fiib.edu.in or send e-mails to us or give us your feedback, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Relationship

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and FIIB and you shall have no authority to bind FIIB in any manner, whatsoever.

Governing Law and Jurisdiction

This agreement and the relationship between you and FIIB shall be is governed and construed in accordance with the Laws of India without regard to its conflict of law provisions. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in New Delhi, India, in all disputes arising out of or relating to the use of the sites/services.

Settlement of Disputes

Without prejudice to any provisions in the terms and conditions herein, any dispute or difference arising out of or touching this agreement shall be settled amicably in the First instance. Unresolved disputes or differences shall be referred to a Sole Arbitrator to be appointed/nominated by FIIB. The arbitration shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and any modifications thereon and rules made thereunder and the law governing the same shall be Indian Laws. The Seat of arbitration shall be at New Delhi or at the sole discretion of the FIIB.

Force Majeure

FIIB shall have no liability to you for any interruption or delay in access to the Site and service irrespective of the nature of the cause.

Waiver and Severability

The failure of FIIB to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

Indemnity

You shall indemnify and hold harmless FIIB and its respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these terms and conditions.

Acceptance of Privacy Policy

By using FIIB's sites and services, you signify your acceptance of this Privacy Statement. If you do not agree or are not comfortable with any policy described in this Privacy statement, your only remedy is to discontinue use of FIIB sites. We reserve the right, to modify this Privacy Statement at any time.

Entire Agreement

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Disclaimer

1. Website www.Fiib.edu.in is maintained by FIIB to enhance public access to general information regarding the FIIB and its services. Though every effort is made by FIIB to review the contents of the website periodically, visitors are advised not to assume that information maintained and referenced on and/or through the website(s) of or

otherwise operated by the FIIB is complete or up-to-date. Visitors should confirm the accuracy, completeness and currency of information and/or availability of service/offer with the respective authorized officials concerned, particularly before taking any step based upon such information at that particular point of time.

2. Though due care is taken to keep accurate and updated information, the FIIB, makes no, and hereby disclaims any, warranty of any kind, express or implied, including but not limited to the implied warranties of title, non-infringement, merchantability and fitness for a particular use or purpose. Further, the FIIB disclaims any warranty that its website will be available at all times or will operate without interruption or error. FIIB makes no warranty as to the reliability, authenticity, accuracy, timeliness, usefulness, adequacy, completeness or availability or suitability with respect to the website or the information, products, services, or any sort of contents or graphics contained on the websites for any purpose. Any reliance you place on such information/service/products/contents/graphics and/or the websites is therefore purely and strictly at your own risk and consequences.
3. FIIB, its management, officers, employees, information providers and other persons or entities associated with the FIIB shall neither be liable for any inconvenience or damages or losses (including without limitation any direct, indirect, incidental, special, compensatory, punitive or consequential damages) nor shall be responsible for any copyright infringement or any other claims or compensations whatsoever under any circumstances:-
 - whether arising out of or in connection with the use of or inability to use the information available on or services provided through its website.
 - whether for any links to or from other sites or otherwise sought or returned from Web search engines or other resources. These links are provided for the convenience of visitors only. FIIB does not control these other sites and assumes no liability or responsibility for them, including any information or goods or services provided by such sites or other resources. Any link to or from another site or resource should not be construed as an endorsement or recommendation of the views or contents of that site(s) by the FIIB unless the FIIB expressly states so.
 - even if the FIIB advised or informed of the possibility of such damages or losses.
 - the asserted liability or damages are based in contract (including, but not limited to, breach of warranty), tort (including, but not limited to, negligence) or any other legal or equitable grounds.

4. Visitors of our website hereby agree to indemnify and hold the FIIB, its management, officers, employees, information providers and other persons or entities associated with the FIIB harmless for any claims, losses or damages resulting from the breach of these terms or relying upon or use of its web site as well as any links to or from other sites or to other resources.
5. FIIB reserves the right to make changes, extend or partly/completely delete any material/content on the website(s) and all other information including the offers, if any, without notice. No responsibility will be accepted by the FIIB for damage or loss or any kind of hardships or expense encountered by its students or any other person or entities for such changes, additions, deletions, omissions or errors, no matter how they are caused.
6. Every effort is made to keep the website up and running smoothly. However, the FIIB takes no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond its control.
7. FIIB may share information about the visitors and/or users of its website(s) to communicate with the concerned visitors and/or users or otherwise as necessary.
8. Use of any information at the website is at one's own risk. While every effort is made to secure our network communications, however, FIIB may not always be able to ensure the privacy of online communications and other information of the visitors, unless otherwise specifically provided for. Moreover, any information that one provides using this web site may become part of a public record subject to disclosure under the relevant regulations.
9. Use of the FIIB's website reflects one's agreement to these terms, and any modifications of these terms made by the FIIB.