

## **Terms & Conditions for Online Payment**

### **ACCEPTANCE OF TERMS AND CONDITIONS:**

Welcome to fsm.ac.in. All information and services displayed on the fsm.ac.in website constitute an "invitation to offer". Your request for availment constitutes your offer which shall be subject to the terms & conditions as listed below. All the terms & conditions form an Agreement regulating our relationship with regard to use of online transactions.

All the terms and conditions must be read very carefully. If you do not agree to any of the terms and conditions, you should not use this service. Your use of a Site shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions. By using this facility, you accept that this will form a legal binding agreement between you and FSM

### **Defintions:**

"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.

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

"Site" means the online transaction platform owned and operated by **FSM** which provides a venue to the users of **FSM** to buy the products/services listed on [www.fsm.ac.in](http://www.fsm.ac.in)

"Product/s" connotes Admission Forms that appears in our website i.e [www.fsm.ac.in](http://www.fsm.ac.in) where the user/ applicant can fill the form online and services promoted / displayed on the Site and offered for any use / sale.

"FSM" means FORE School of Management.

### **Eligibility:**

You represent and warrant that you are competent and eligible to enter into legally binding agreement and have the requisite authority to bind the other party to this Agreement. You shall not use this Site if you are not competent to contract under the applicable laws, rules and regulations

### **Modification of Terms and conditions of Service:**

**FSM** 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 a 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.

## **Electronic Communication**

When you visit **fsm.ac.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.

## **Credit card details**

To avail of and use the Services you will have to register with FSM with detail of your information like email-id, name, mob/Tele No, date of birth etc. and then you have the option to submit the Admission form with online payment option. 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 **FSM** 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 FSM 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 **FSM**. FSM 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 FSM may preserve Content and** the said information will not be utilized and shared or **disclosed** by **FSM** 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:**

**FSM** 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**

**FSM** 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 **FSM**.

## **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.

## **Relationship**

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

## **Governing Law and Jurisdiction**

This agreement and [the relationship between you and FSM 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 FSM. 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 FSM.

## **Force Majeure**

**FSM** 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 FSM 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 FSM 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 FSM'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 FSM 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.