

GENERAL TERMS AND CONDITIONS

The Terms and Conditions prescribed for regulation of Online Credit Card / Debit Card and Net banking Payment facilities by Andhra Pradesh Industrial Infrastructure Corporation (APIIC)

1. Definitions

1.1 "Tax Payer" means any person who desires to pay his or her tax according to his or her assessment using the online payment facility to the Merchant (APIIC) over the Payment Gateway.

1.2 "Merchant" means any person who owns or manages or operates the Merchant Establishment through a physical establishment and/or a website www.apiic.in

1.3 "Service" means, providing online payment facilities to Tax Payers, who agree to the terms and condition set forth in this document. Standard of Service means, Service with reasonable care and skill.

2. These Terms form the contract between the Tax Payer and Andhra Pradesh Industrial Infrastructure Corporation (APIIC) for the Service offered.

3. The Payment Gateway Provider's shall validate the Credit Card / Debit Card and Net banking details provided by the Tax Payer during the course of a transaction. APIIC does not store any details pertaining to Credit Card / Debit Card or Net Banking.

4. This Service shall be provided at the discretion of APIIC which reserves the right to add, revise, suspend in whole or in part any of the services provided by it, without any notice and it shall be binding on the Tax Payer. By using the Service, the Tax Payer shall be deemed to have accepted these Terms and Conditions.

5. The Tax Payer is aware that in case of Online payment over the Payment Gateway, the Tax Payer will not sign the charge-slips at the time of making the payment through the Payment Gateway. Accordingly, the Tax Payer accepts that, in the event of any dispute regarding the authenticity or validity of such a payment, for any reason whatsoever, the Tax Payer shall be liable to pay the outstanding amount payable to APIIC. APIIC shall not be liable, in any manner whatsoever, for the same.

6. APIIC has no obligation to verify the authenticity of any payment made from the Tax Payer's Account.

7. Governing law and Jurisdiction: The provisions of these Terms and Conditions shall be governed by, and construed in accordance with Indian law. All disputes, if any, arising out of or in connection with, or as a result of this Terms and Conditions or otherwise relating hereto, shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Vijayawada only.

8. Severability: If any one or more of the terms and conditions mentioned here are for any reason held to be invalid, illegal or unenforceable by a court of competent

jurisdiction, the remaining terms and conditions will be unimpaired and will remain in force and effect.

9. Privacy Policy

9.1 APIIC does not store any details pertaining to Credit Card / Debit Card or Net Banking.

9.2 APIIC undertakes not to disclose the information provided by the Tax Payer (if any) to any person, unless acting under good faith that such action is necessary to:

- Conform to legal requirements or comply with legal process;
- Protect and defend APIIC's rights or property;
- Enforce this terms and conditions;
- Act to protect the interests of Tax Payers.

9.3 The Tax Payer authorizes APIIC to exchange, share, part with all information related to the details and transaction history of the Tax Payer to its Affiliates, banks / financial institutions / credit bureaus / agencies as may be required by law or customary practice and shall not hold APIIC liable for use or disclosure of this information.

10. Amendments: APIIC reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the online payment Facility available through the Website, and will make best efforts to provide appropriate notice to the Tax Payer. Any addition, suspension, revision, amendment, cancellation or suspension of the terms as notified on the Website may be made by APIIC, and the Tax Payer shall be deemed to have accepted the same in the event of its executing any transaction through the Website after the addition, suspension, revision, amendment, cancellation or suspension has been notified. APIIC may introduce new services or withhold the existing services in relation to the Website from time to time. The existence and availability of the new online payment Facility will be notified on the Website, as and when they become available.

11. No Waiver of Rights: A failure or delay in exercising any right, power or privilege in respect of these Terms and Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

12. Disclaimer: Tax Payer shall not hold APIIC, responsible for any kind of incorrect details furnished by him or payment done by him or her during online payment made.

13. Rights Granted: The Tax Payer hereby acknowledges and agrees that any rights not expressly granted herein are reserved by APIIC.

14. Charges: Tax Payers using this service for making online payments to APIIC for their current services, will be charged as per the various banks rate chart for such services.

15. Delivery Policy: Tax Payers making payments online will be issued an online receipt immediately after a successful transaction.

16. Re-fund : If the Tax Payer has made any wrong/ excess payment, which involves online payment transaction and also by other means of payment for an assessment, the additional payment made against that particular assessment would be considered for adjustment at the discretion of the concerned APIIC Officials and Re-Fund shall not be done in any case.

17. Indemnity: You agree to indemnify and hold harmless APIIC, its associates, agents or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit or as a result of any transaction done on or through this site.

18. Disclaimer of Warranties and Liability

18.1 All the contents of this Site are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the Site is/are the personal opinion of such experts/consultants/persons and are not subscribed to by this Site.

18.2 The information from or through this site is provided on "AS IS " basis, and all warranties, expressed or implied of any kind, regarding any matter pertaining to any goods, service or channel, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed and excluded.

18.3 APIIC or its departments, affiliates and associates shall not be liable, at any time for damages (including, without limitation, damages for loss of business projects, or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Site, or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Site or any such contents or 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 site. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation.

18.4 Certain links on the Site lead to resources located on servers maintained by third parties over whom APIIC has no control or connection, business or otherwise. These sites are external to APIIC and by visiting these; you are outside the APIIC website and its channels. APIIC neither endorses in any way nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity, availability of any of the goods or services or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visiting and transacting on these sites.

19. Advertising Material

Part of the Site may contain advertising and other material submitted to APIIC by third parties. Advertisers are responsible for ensuring that material submitted for inclusion on the Site complies with applicable International and National law. APIIC will not be

responsible for any advertiser's claim, error, omission or inaccuracy in advertising material, and reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Site will be subject to APIIC terms and conditions.

20. Force Majeure

APIIC shall have no liability to you for any interruption or delay in access to the Site irrespective of the cause.

21. 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.

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