

Terms and Conditions For Payment Gateway

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The Terms and Conditions contained herein shall apply to any person (“User/Borrower”) making use of the payment services facilitated by Godrej Housing Finance Limited (hereinafter “Company”) for availing Financial Services (“Facility”) through an online payment gateway service (“Service”) via a platform/website/portal (“Platform”) offered by various Payment Gateway Service Providers (hereinafter referred to as “Service Provider”) who have been integrated or associated with the Company’s Website/Customer Portal/any other portal, i.e. <https://www.godrejcapital.com>.

These Terms and Conditions are applicable for the purpose of repayment of EMI/Instalment/Due/Overdue/any other amount owed by the Borrower from the Affiliates, namely, Godrej Housing Finance Limited and Godrej Finance Limited. The Company reserves the right to revise and update these Terms and Conditions from time to time.

ACCEPTANCE OF TERMS AND CONDITIONS

1. Each User is requested to read and accept these Terms and Conditions (hereinafter “Terms”). On usage of the online payment services, it will be deemed that the User has read, understood, and accepted these Terms and Conditions.
2. If the User does not agree with the Terms and Conditions, the User is advised to avoid access/use the Platform/receive services or seek any information whatsoever.
3. Accepting or agreeing to the Terms will constitute a binding arrangement (hereinafter referred to as “**Agreement**”) between the User and the Company.
4. The User agrees and acknowledges that any sub-sites (whether belonging to an associate or otherwise) accessed by the User through the Platform, may have their own terms and conditions, which are specific to such sub-site and the Company shall not be liable for any data collection, sharing or processing by such sub-sites. It shall be the User’s responsibility to read, understand and then decide whether he wants to continue to access such sub-sites.

A. Privacy Policy

1. The Company respects and protects the privacy of Users that access the information and use services provided. Individually identifiable information about the User is not wilfully disclosed to any third party without first receiving the User’s permission, as covered in the Company’s Privacy Policy.
2. Please refer the Privacy Policy of the Company hosted on Company’s Platform for more information.

B. Limitation of Liability

1. The Company has facilitated this Service available to the User for their convenience. It expressly disclaims any claim or liability arising out of the provision of this Service. In no event the Company shall be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from the use of or inability to use the Services, however caused and whether arising in contract, tort, negligence, warranty or otherwise.
2. The User agrees and acknowledges that he / she shall be solely responsible for his/ her conduct and that the Company reserves the right to terminate the rights to use Service immediately without giving any prior notice thereof.

3. The Company and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User 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 Company, Service Provider(s) and their 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.

5. Although all reasonable care has been taken towards protecting against unauthorized use of any information transmitted by the User, the Company does not represent or guarantee on any specific matter or use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet or for any other matter not specifically stated herein.

C. General Terms & Conditions

1. Once a User has accepted these Terms, a User may additionally, if required by the Company, register on the Company's Website mentioned above or register in any other manner as may be specified by the Company from time to time.

2. The entries in the books of the Company and/or the Service Providers with regard to transactions covered under these Terms and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

3. The Company's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of the Company's right to comply with any request or requirements relating to any User's use of the Platform or information provided to or gathered by with respect to such use by law enforcement agencies.

4. Each User accepts and agrees that the provision of details of his/ her use of the Platform may be made available to regulators or to any other third party in order to resolve disputes or complaints which relate to the Platform and shall be decided at the absolute discretion of the Company

5. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision and the remainder of these Terms and Conditions shall continue in effect.

D. Payment Failures

Payment failure due to issues such as Server Slow Down/Session Timeout:

In case the Platform or 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 User 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 the Company via e-mail/ customer care or any other mode of contact as provided to confirm payment.
- (ii) In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

E. Refund

1. The Company shall retain the right to determine if any refund shall be made. The decision of Company shall be considered final.

2. Refund if any shall be completed within 15 working days after any such request received from the User is approved by the Company.

3. Refund, if any will only be made to the User's repayment account registered with the Affiliates of the Company.
4. In case any charges/EMI is overdue to be repaid, same will be adjusted from the excess amount before Refund at Company discretion.
5. If the User insist to refund the amount in any other bank account, then a consent letter and cancelled cheque shall be required to process the request along with other details as may be requested by the Company from time to time.

F. Cancellation

1. Please refer the terms and conditions for NACH mandate cancellation.

G. Modes of Payment – (Debit Card, Bank Account Details/Net Banking/UPI)

1. These terms and conditions regulate the payments under the Payment Card Networks namely (AMERICAN EXPRESS, MASTERCARD, RUPAY, VISA or any other Payment Card Network ("Card Associations")) and also UPI payment method that might be offered or used to make Payments on the Platform).
2. The User agrees that the debit card details, or UPI ID details provided by him/ her for use of the aforesaid Service(s) must be correct, lawfully owned by him/her and accurate. The User further agrees and undertakes to provide correct and valid debit card details and/or UPI details, if opted.
3. The Payment instructions provided by the User to the Service Provider are authenticated, authorized, and are processed by the Card Associations and/ or the issuing bank /financial institution via Service Provider's payment gateway. However, the Company does not control, intervene, or have any role in such authentication/ authorization.
4. The User may pay his/ her Facility payments to the Company by using a debit card/UPI ID or through Net Banking. The User 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:
5. The User is fully and lawfully entitled to use such debit card, bank account for such transactions.
6. The User is responsible to ensure that the card/ bank account details/UPI details provided by him/ her are accurate.
7. The User is authorizing debit of the nominated card/ bank account for the payment of any Facility selected by such User along with the applicable Fees.
8. The User is responsible to ensure 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 the bill(s) selected by the User inclusive of the applicable Fee.

H. User Declaration:

1. The User acknowledges that, as part of using the Platform, he/she may be required to submit certain information, including but not limited to email ID, Mobile number, OTP or any other information as deemed necessary to complete a transaction. The User hereby declares that they are providing such information voluntarily and with their consent as may be required by the Company/Service Provider.
2. The Company shall not be liable for any losses, damages, misuse, storage, or unauthorized use of such information, whether arising directly or indirectly, as a result of such provision of information by the User.
3. I/we understand that hosting of any data, project details/any other product offering or branding on Website is not endorsement of it by the Company and its responsibility of the User to ascertain its details and its selection is on risk and judgement of User.

4. I / we understand that we may have to use any third party offering during this transaction and the Company does not represent them or assures their service or any performance standard and in case of any dispute we would have to approach them with no recourse to the Company.
5. The User acknowledges that in order to fully access the transaction he would require an active internet connection which can be Wi-Fi or the Local Area Network (LAN) connection. The Company does not assume any responsibility/liability if the User is not able to complete such transaction due to absence/ insufficiency of the required internet connection. The Company will not be concerned with any dispute between the User and the Internet Service Provider and/or any third party providing the internet connection or any other services responsible to run the website and will not be a party to same.

I. INDEMNIFICATION

The Service Provider and the Company shall not be liable to indemnify defend or hold harmless the User and any other Party from and against any claims, demands, losses, liabilities, damages cost, or expenses (including reasonable attorney fees) arising out of or related to the use of the Services or any transactions conducted through the Platform.

The Service Provider and Company shall not be responsible for, and the user shall hold them harmless against, any claims of breach of contract, misrepresentation, or any other claims that may arise in connection with the User activity or transaction conducted through the Platform.

J. TERMINATION

The Company reserves the right to withdraw or terminate all or any services availed by the User using this Platform, without assigning any reason whatsoever, without any prior notice to the user. The Company shall not be liable for any loss or damage that may be sustained by any User on account of such suspension / withdrawal / termination.

K. Miscellaneous

1. The User 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 Company or the Service Provider(s) have no control over such matters.

2. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password is important information, and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to follow all such reasonable measures regarding the same.

L. Payment Gateway Disclaimer

1. The Service is provided to facilitate access to pay online. The Company or the 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 Platform or herein 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.

M. Contact

Please refer the "Contact Us" section on the Website or reach out to the Customer Care.