

## **Terms and Conditions for Online-Payments**

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of Govt. of Telangana’s LRS 2020 website for making Fee payments through an online payment gateway service (“Service”) offered jointly by ICICI Bank Ltd. and Payment Gateway Service provider, through Govt. of Telangana’s LRS 2020 website i.e. lrs.telangana.gov.in Each User is therefore deemed to have read and accepted these Terms and Conditions.

### **A. Privacy Policy**

Govt. of Telangana’s LRS 2020 website respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User’s permission, as covered in this Privacy Policy.

This Privacy Policy describes Govt. of Telangana’s LRS 2020 website’s treatment of personally identifiable information that is collected when User is on the website. Govt. of Telangana’s LRS 2020 website does not collect any unique information about the User (such as User’s name, email address, age, gender etc.) except when the User specifically and knowingly provide such information on the Website.

Please be aware, however, that Govt. of Telangana’s LRS 2020 website will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or
- b) if any of User’s actions on Govt. of Telangana’s LRS 2020 website violate the Terms of Service or any of Govt. of Telangana’s LRS 2020 guidelines for specific services, or
- c) to protect or defend Govt. of Telangana’s LRS 2020 legal rights or property, the Govt. of Telangana’s LRS 2020 site, or Govt. of Telangana’s LRS 2020 Users; or
- d) To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Govt. of Telangana’s LRS 2020 website/offerings.

### **B. General Terms and Conditions For Online-Payments**

1. Once a User has accepted these Terms and Conditions, he/ she may apply for Layout Regularization. A User may enter in any other manner as may be specified by Govt. of Telangana’s LRS 2020 website from time to time.
2. Govt. of Telangana’s LRS 2020’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 Govt. of Telangana’s LRS 2020’s right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by Govt. of Telangana’s LRS 2020 with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Govt. of Telangana’s LRS 2020.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Govt. of Telangana's LRS 2020. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Govt. of Telangana's LRS 2020. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Govt. of Telangana's LRS 2020 payment support team with his/ her claim details by sending mail to [support-lrs@telangana.gov.in](mailto:support-lrs@telangana.gov.in)

Such refund (if any) shall be effected only by concerned officials of Govt. of Telangana via payment gateway or by means of a NEFT/RTSG or such other means as Govt. of Telangana deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained.

6. In these Terms and Conditions, the term "**Charge back**" means approved and settled card (Debit or Credit) or net banking purchase transactions which are at any time refused, debited or charged back to Merchant account (shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the Acquiring Bank for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
7. **Refund of Transactions:** Initial Payment made by the user as part of LRS 2020 is non-refundable. The User shall directly write to [support-lrs@telangana.gov.in](mailto:support-lrs@telangana.gov.in) for refund of transactions arising due to duplicate payment. It shall be suitably addressed by concerned official of Govt. of Telangana alone in line with their policies and rules.
8. **Cancellation Policy:** Payment once made for submitting the application cannot be cancelled.
9. **Server Slow Down/Session Timeout:** In case the Website or Payment 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 write to [support-lrs@telangana.gov.in](mailto:support-lrs@telangana.gov.in) to confirm the status of the payment.
  - (ii) In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Service Provider(s) in this regards shall be entertained by the Payment Service Provider(s).

**C. Limitation of Liability**

1. Govt. of Telangana has made this Service available to the User as a matter of convenience. Govt. of Telangana LRS 2020 expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Govt. of Telangana reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

**D. Debit/Credit Card, Bank Account Details**

1. The User 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 User 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 User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may pay his/ her Layout Regularization Fee to Govt. of Telangana by using a debit/credit card or through online banking account. 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:
  - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
3. The User is authorizing debit of the nominated card/ bank account for the payment of Layout Regularization Fee to Govt. of Telangana selected by such User along with the applicable Fees.
  - i. 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.

**E. Personal Information**

1. The User agrees that, to the extent required or permitted by law, Govt. of Telangana LRS 2020 website and/ or the Payment Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Govt. of Telangana LRS 2020 website. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

3. In addition to the information already in the possession of Govt. of Telangana LRS 2020 website and/ or the Payment Service Provider(s), Govt. of Telangana LRS 2020 may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Govt. of Telangana LRS 2020's information privacy policy and to Govt. of Telangana LRS 2020's continued use of previously collected information. By submitting the User's personal information to Govt. of Telangana LRS 2020 website, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

**F. Payment Gateway Disclaimer**

The Service is provided in order to facilitate access to view and pay fee for Layout Regularization online. Govt. of Telangana or the Payment 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 Website 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.