**PAYMENT GATEWAY TERMS AND CONDITIONS**

**APPLICABILITY:**

The terms and conditions set out hereunder for Online Payments being offered by HDFC Bank Ltd (“Payment Service Provider”) linked with  [www.petronetmhbl.com](http://www.petronetmhbl.com) (“Website”) are applicable to any person (“User”) who is intending to avail of the services of Petronet MHB Limited. (“PMHBL”).  By accessing this Website, the User is deemed to have read and accepted the terms and conditions of Online Payment Gateway.

**DISCLAIMER:**

The User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at his/her own risk and responsibility. PMHBL makes no representation of any kind, express or implied, as to the operation of the Payment Gateway.

**DEBIT/CREDIT CARD, UPI, UPI QR CODE, BANK ACCOUNT DETAILS:**

User may pay bills by using a Debit/Credit Card, UPI, UPI QR Code or through your Internet Banking Account. User submits and agrees that the debit/credit card/ UPI/ UPI QR Code details provided by the User to the Payment Gateway for payment transaction processing will be correct and the User shall not use a debit/credit card, UPI, UPI QR Code, which is not lawfully owned by the User. User agrees that when the User initiates a payment transaction and/or issue an online payment Instruction and provide Users Debit/Credit Card, UPI, UPI QR Code or Bank account details.

1. User warrants that he/she is fully and lawfully entitled to use the said Debit/Credit Card, UPI, UPI QR Code or Bank Account for such transactions.
2. User is responsible to ensure that all the Debit/Credit Card, UPI, UPI QR Code or Bank Account details provided are accurate.
3. User is authorising the debit to the nominated Debit/Credit Card, UPI, UPI QR Code or Bank account for the settlement of bills selected by the User along with the applicable fees.
4. User is responsible to ensure that sufficient credit is available on his/her Debit/Credit Card, UPI, UPI QR Code or Bank Account at the time of making the payment to permit the payment of the bill/s selected by User inclusive of the applicable fees.
5. Convenience fees shall be levied for Online Payments using any payment channel (Credit Card/Debit Card/ UPI/ UPI QR Code/ Net Banking/Wallets & Cash Cards). Convenience fee can also be referred to as Internet handling fee. Convenience fee can be either a flat fee (Net Banking) or a percentage (Card Gateway & Wallets & Cash Cards) of the amount that you pay depending on the payment mode selected.

**REFUND:**

In the event of a refund of the amount to the customer for any reason whatsoever, the amount will be refunded through Payment Gateway Process only to the account of the User who initiated transaction. No cash refunds will be made. Such refund will be effected within a reasonable time frame, subject to deductions as may be applicable.

**LIMITATION OF LIABILITY:**

1. PMHBL is providing this service to the User simply as a matter of convenience. PMHBL expressly disclaims any claim or liability arising out of the provision of this service. User agree and acknowledge that he/she shall be solely responsible for his/her conduct and that PMHBL expressly reserves the right to terminate his/her rights to access/use the service at any time it deems fit.
2. PMHBL, its affiliates or employees shall in no way be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or any other intangible losses arising out of or in connection with the access to or usage of the Payment Gateway service.
3. PMHBL assumes no liability whatsoever for any monetary or other damage suffered by User on account of any delay, failure, interruption, or corruption of any data or other information transmitted or any interruption or errors in connection with the use and operation of the Payment Gateway service.
4. PMHBL will not be liable for any failures in the external link or for any fraud perpetrated either at the payment gateway and/or at the Payment Service Provider’s end that could take place during or after the time of User making payment.
5. User agrees, understands and confirms that any personal data including details related to debit card/credit card or Bank accounts submitted by User during the time of making payment is transmitted over the Internet and is susceptible to misuse, theft and/or fraud and that PMHBL has no control over it.
6. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by User, PMHBL does not in any way guarantee that the use of the payment gateway will not result in theft and/or unauthorized use of data over the Internet.
7. Any dispute relating in any way with User’s visit to this Site or usage thereof shall be submitted to the exclusive jurisdiction of the courts at Bangalore.

**PERSONAL INFORMATION:**

1. The User agrees that, to the extent required or permitted by law, PMHBL 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 PMHBL. 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 PMHBL and/ or the Payment Service Provider(s), PMHBL may have collected similar information from the User in the past. By entering the Website, the User consents to the terms of PMHBL information privacy policy and to PMHBL continued use of previously collected information. By submitting the User’s personal information to PMHBL, 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.

By proceeding ahead with the payment process the User is deemed to have read the contents of this Website, agreed and provided his/her express consent to the Terms and Conditions as mentioned above.

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