

# Terms of Service

## Privacy Policy

Nagpur Improvement Trust, Nagpur respects and protects the privacy of the individuals that access the information and use the services brought through them. Individually identifiable information about you is not wilfully disclosed to any third party without first receiving your permission, as covered in this Privacy Policy. This Privacy Policy describes Nagpur Improvement Trust treatment of personally identifiable information that it collects when you are on the Nagpur Improvement Trust website.

Nagpur Improvement Trust, Nagpur does not collect any unique information about you (such as your name, email address, age, gender etc.) except when you specifically and knowingly provide such information on [www.nitnagpur.org](http://www.nitnagpur.org). Like any business interested in offering the highest quality of service to citizens, Nagpur Improvement Trust, Nagpur may, from time to time, send you e-mail and other communication to tell you about the various services, features, functionality and content offered by the Nagpur Improvement Trust website or seek voluntary information from you.

Please be aware, however, that we will release specific personal information about you if required to do so in order to (a) comply with any valid legal process such as a search warrant, statute, or court order, or (b) if we find that your actions on our website violate the Terms of Service or any of our guidelines for specific services, or (c) to protect or defend our legal rights or property, the Nagpur Improvement Trust site, or our users; or (d) investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of the Nagpur Improvement Trust website/offerings..

## Your consent and changes to the Privacy Policy

By using the website, [www.nitnagpur.org](http://www.nitnagpur.org), you consent to the collection and use of your information as we have outlined in this policy and to our Terms of Service. Nagpur Improvement Trust, Nagpur may decide to change, modify or amend this Privacy Policy from time to time. When we do, we will post those changes on this page so that you are always aware of the information we collect, how we use it, and under what circumstances we disclose it. You are responsible for revisiting this page to review our Privacy Policy updates.

## Online Privacy Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

## **Payment Gateway Disclaimer**

Bill payments by you to Nagpur Improvement Trust, Nagpur may be made through an electronic and automated collection and remittance service (the "Payment Gateway") hosted through Union bank of India and Atom Technologies Limited (the 'Payment Service Providers'). The Payment Gateway service is provided to you in order to facilitate access to view and pay your charges/dues payable online. Nagpur Improvement Trust, Nagpur makes no representation of any kind, express or implied, as to the operation of the Payment Gateway. You expressly agree that your use of this online payment service is entirely at your own risk.

## **Limitation of Liability**

1. Nagpur Improvement Trust, Nagpur has made this service available to you as a matter of convenience. Nagpur Improvement Trust expressly disclaims any claim or liability arising out of the provision of this service. You agree and acknowledge that you shall be solely responsible for your conduct and that Nagpur Improvement Trust, Nagpur reserves the right to terminate your rights to use the service immediately.
2. In no way shall Nagpur Improvement Trust, Nagpur, the Payment Service Providers or its affiliates 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 other intangible losses arising out of or in connection with the access to, use of, or reliance on the Payment Gateway services.
3. Nagpur Improvement Trust, Nagpur and the Payment Service Providers assumes no liability whatsoever for any monetary or other damage suffered by you 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 (ii) any interruption or errors in the operation of the Payment Gateway.
4. You shall indemnify and hold harmless to Nagpur Improvement Trust, Nagpur and their respective officers, directors, agents, and employees, from any claim or demand, or actions.

We / our Employees are not liable for any loss or damages arising from your use of, or reliance upon the information contained on our website, or any failure to comply with the terms and conditions where such failure is due to circumstance beyond our reasonable control.

If we waive any rights available to us under terms and conditions on an occasion, this does not mean that those rights will automatically be waived on any other or subsequent occasion.

If any part of terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

5. You agree, understand and confirm that personal data including without limitation details relating to debit card/credit card transmitted over the Internet is susceptible to misuse, theft and/or fraud and that Nagpur Improvement Trust, Nagpur has no control over such matters.
6. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by you, Nagpur Improvement Trust, Nagpur does not represent or guarantee that the use of the payment gateway will not result in theft and/or unauthorized use of data over the Internet.
7. Nagpur Improvement Trust, Nagpur the Payment Service Providers and its 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 at this site.

#### **Debit/Credit card, Bank Account details**

The debit/credit card details provided by you for use of the Payment Gateway will be correct and accurate and you shall not use a debit/credit card, which is not lawfully owned by you. You further agree and undertake to provide correct and valid debit/credit card details.

You may pay charges/dues payable at Nagpur Improvement Trust, Nagpur by using a Debit/Credit Card or through using your Online Banking Account. When you initiate a payment transaction and/or issue an online payment Instruction and provide Your Card / Bank details:

You warrant that, you are fully and lawfully entitled to use such Credit / Debit Card, Bank Account for such transactions

- You are responsible to ensure that the Card, Bank Account details provided by you are accurate
- You are authorising the debit to the nominated Card, Bank account for the settlement of charges/dues payable selected by you.
- You are responsible to ensure that sufficient credit is available on your nominated Card, Bank Account at the time of making the payment to permit the payment of the bill/s selected by you.

## **Personal Information**

1. To the extent required or permitted by law, we 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. If you e-mail us, you are voluntarily releasing information to us. Your e-mail address will be used by Nagpur Improvement Trust, Nagpur to respond to you.
3. In addition, we may have collected similar information from you in the past. By entering this website you are consenting to the terms of our information privacy policy and to our continued use of previously collected information. By submitting your personal information to us, you will be treated as having given your permission for the processing of your personal data as set out in this policy.
4. Your information will be managed in accordance with the law, including Data Protection Act, 1998.

## **Email, mailing lists, and other services**

When you request information or services, we use your email address and any other information you give us to provide you with the information or services you've requested, including sending transaction confirmations, acknowledgements and alerts. Mail confirming your transactions or any changes to your account information will be sent as per Nagpur Improvement Trust, Nagpur prevailing operating policy and with a view to enhance the security of the service offering.

In respect of other information or services sent to your email address, we will continue to provide these until you ask us to stop (by using the "unsubscribe" instructions provided on each email and/or the Web site where you signed up and/or as we otherwise provide), or until the information or service is no longer available. We will not use your email address or other information to provide you with any unsolicited message or information (unless the message or information is part of the service you are requesting)

## **Non personal information**

At this web site, information sent by your web browser, may be automatically collected. This information typically includes your domain name (the site after the [at] in your e-mail address). It may also contain your user name (the name before the [at] in your e-mail address). Other examples of information collected by our server include the Internet protocol (IP) address used to connect the visitor's computer to the Internet, operating system and platform, the average time spent on our

website, pages viewed, information searched for, access times, websites visited before and a visitor visits our website, and other relevant statistics.

### **Nagpur Improvement Trust, Nagpur Disclaimer**

This website is provided to you on an "as is" and "where-is" basis, without any warranty. Nagpur Improvement Trust, Nagpur for itself and any third party providing materials, services, or content to this website, makes no representations or warranties, either express, implied, statutory or otherwise of merchantability, fitness for a particular purpose, or non-infringement of third party rights, with respect to the website, the information or any products or services to which the information refers. Nagpur Improvement Trust, Nagpur will not be liable to you or any third party for any damages of any kind, including but not limited to, direct, indirect, incidental, consequential or punitive damages, arising from or connected with the site, including but not limited to, your use of this site or your inability to use the site, even if Nagpur Improvement Trust, Nagpur has previously been advised of the possibility of such damages.

### **Availability**

1. Nagpur Improvement Trust, Nagpur controls and operates this web site from India and makes no representation that the materials are appropriate or will be available for use in other locations. If you use this web site from outside the India, you are entirely responsible for compliance with all applicable local laws.
2. Information that Nagpur Improvement Trust, Nagpur publishes on the World Wide Web may contain references or cross references to Nagpur Improvement Trust, Nagpur programs and services that are not announced or available in your country. Such references do not imply that Nagpur Improvement Trust, Nagpur intends to announce such programs or services in your country.

### **Third Party Interaction and Links to Third Party Sites**

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

We are not responsible for the content of any linked website and cannot take responsibility for the consequences of your using the information or services on linked websites. We cannot guarantee that these links will work all of the time.

Our website does not endorse or favour any specific commercial product or business. Non-government sites linked to from this website are present only because they may be useful additions to the information we provide. A link to a third-party website does not imply endorsement; you must use your own judgement to decide whether the information or service on that website is suitable for your needs. If a website is not linked to ours, this does not mean or imply that it is unsatisfactory. The linked websites are regularly reviewed in the light of customer usage and feedback.

Websites that we link to may have terms and conditions that are different from ours. Do not assume that our terms and conditions apply to other websites.

### **Copyrights**

This web site contains material, including text, images, graphics, video and sound, which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in this material are either owned by Nagpur Improvement Trust, Nagpur or have been licensed to Nagpur Improvement Trust, Nagpur by the owner(s) of those rights so that it can use this material as part of this web site. Nagpur Improvement Trust, Nagpur retains copyright on all Information, including text, graphics and sound and all trademarks displayed on this web site are owned by Nagpur Improvement Trust, Nagpur and used under license by Nagpur Improvement Trust, Nagpur affiliates.

### **Applicable Law and Jurisdiction**

These terms and conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the web site whether in contract or otherwise, to submit to the jurisdiction of the courts located at Nagpur, India for the resolution of all such disputes.

### **Terms and conditions related to e-payment**

1. The following terms and conditions will apply to the user of Nagpur Improvement Trust, Nagpur online payment gateway service offered through the Nagpur Improvement Trust website. Please go through the conditions carefully and if acceptable, you may register and transact for e-payment on Nagpur Improvement Trust Website. You can either register on Nagpur Improvement Trust website or you can enter your Demand Note ID and you can pay your dues.
2. Nagpur Improvement Trust's performance of this agreement is subject to existing laws and legal procedures of Government of India, and nothing contained in this agreement is in derogation of Nagpur Improvement Trust's right to comply with law enforcement requests or requirements relating to your use of this Web Site or information provided to or

gathered by Nagpur Improvement Trust, Nagpur with respect to such use. You agree that providing details of your use of the Web Site by Nagpur Improvement Trust, Nagpur to regulators or police or to any other third party, or in order to resolve disputes or complaints which relate to the Web Site, is Nagpur Improvement Trust's complete discretion.

3. If any part of this agreement is 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 the agreement shall continue in effect.
4. This agreement constitutes the entire agreement between the citizens and Nagpur Improvement Trust, Nagpur with respect to e-payment on Nagpur Improvement Trust Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the citizens and Nagpur Improvement Trust, Nagpur with respect to this Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The records of Nagpur Improvement Trust, Nagpur and/or the Payment Service Provider, generated by the transactions arising out of the use of the Service, including the time the transaction is recorded shall be conclusive proof of the genuineness and accuracy of the transaction
6. The services of e-payment of charges/dues payable is absolutely free for Citizens for all types of transactions.
7. **Refund Policy:** Once the charges/dues are paid through Payment Gateway Channel then refund of such amount shall not be entertained. Only in case of multiple transactions made by same Demand Note ID then the refunds shall be considered by deducting applicable transaction charges.

#### **Additional Information**

If at any time you believe that Nagpur Improvement Trust, Nagpur has not adhered to these privacy guidelines, please notify us by email at [contactus@nitnagpur.org](mailto:contactus@nitnagpur.org) and we will resolve it and take any remedial action as we reasonably determine in our discretion and in accordance with applicable laws.