

Terms and Conditions for Online Payments

The terms and conditions mentioned below apply to the user who uses the online services provided for any payment to Mental Health First Aid India (hereafter mentioned in this document as MHFAI). Kindly read these terms and conditions carefully. By authorizing a payment to MHFAI through the online payment service (hereafter mentioned in this document as ‘the service’), it would be treated as a deemed acceptance to these terms and conditions.

MHFAI reserves all the rights to amend these terms and conditions at any time without giving prior notice. It is the responsibility of the User to have read the terms and conditions before using the service.

The following is a summary of the key terms of this service:

- Payments through this service may only be made with a Credit Card, Debit Card or Net Banking.
- Before using this service, it is recommended that the user shall make necessary enquiry about the charges or fees payable against the Credit/Debit card used from Credit Card or the Debit Card service provider i.e. the respective Bank.
- The Credit Card information supplied at the time of using the service is processed by the payment gateway of the service provider and is not supplied to MHFAI. It is the sole responsibility of the User of the service to ensure that the information entered in the relevant fields are correct. It is recommended that you take and retain a screenshot/copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out of usage of the service.
- The User agrees, understands and confirms that his/her personal data including without limitation, details relating to Debit Card/Credit Card/Net Banking transmitted over the internet may be susceptible to misuse, hacking, theft and/or fraud and that MHFAI or the Payment Service Provider(s) have no control over such matters.
- The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor the MHFAI gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. MHFAI does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.
- MHFAI and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the MHFAI and/or the Payment Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct,

indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.

- The User agrees that MHFAI or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond MHFAI's reasonable control.
- 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.
- The User must pay his/her course fees to MHFAI 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:
 - The User is responsible to ensure that the card/bank account details provided by him/her are accurate.
 - The User authorizes debit of the nominated card/bank account for the Payment of fees selected by such User along with the applicable Fees.
 - The User is responsible to ensure that enough 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 fees dues selected by the User inclusive of the applicable Fee.
- Users who register in this system and makes payment through different methods otherwise, like corporate payments will apply the T&C signed by MHFA I and the party.

Cancellation & Refund Policy:

For MHFA courses participant:

There are 2 options: 1. Cancel the course or 2. Re-schedule the course to a later date.

- Participant will need to inform minimum 2 weeks in advance for cancellation/re-scheduling in order to give seat to another applicant.
- In case of Cancellation of the course 2 weeks prior to the course date, 80% of the course fee will be reimbursed. In case of Cancellation within 2 weeks of the course date, 30% of the course fee will be reimbursed.
- Cancellation requests must be sent in writing to courses@mhfaindia.com and are only valid once receipt has been confirmed.
For example; If the course dates are 15-16th March 2019 and we receive an email from you asking for cancellation on 28th February 2019, then participants are eligible to be refunded 80% of the amount. Allow 10 working days to complete the transfer.

In case of re-scheduling no additional charges are applicable (within 3 months from date of rescheduling request).

For Instructors course participant:

- If the participant cancels prior to one month of the first day of the Instructor Training program, MHFA India reserves the right to charge 50% of the course fee.
- If the participant cancels post it, do not attend, or do not complete the program, they will be charged at the full fee.
- Cancellation requests must be sent in writing to courses@mhfaIndia.com and are only valid once receipt has been confirmed.
For example; If the course dates are 18-22nd March 2019 and we receive an email from the participant asking for cancellation on 17th February 2019 then the participant is eligible to be compensated 50% of the amount. Allow 10 working days to complete the transfer.

Governing law:

These terms and conditions are governed by the laws of India and the competent courts at Chennai shall have exclusive jurisdiction.

Dispute Resolution:

Any dispute arising in relation to the terms and conditions will be submitted to a sole arbitrator appointed by MHFAI under the provisions of the Arbitration and Conciliation Act, 1996 and rules framed there under. The venue of Arbitration shall be at Chennai.

Privacy Policy:

- The information provided by the User on this website shall be kept confidential and shall not be shared with anyone. The data will neither be made accessible to third parties nor transferred in any form or manner unless required by law.
- MHFAI may share your personal information entered in this website, with our bankers for clearing necessary fees payments. This information shall be strictly up to the legal permissible limit and not exceeding.
- It is sole responsibility of user to pick an online payment option. MHFAI does not recommend/prefer/promote any method/bank.
- If payment is made by means of a card that you do not personally own, the permission of the card owner must always be obtained to make payments using the card. In using the system, you confirm that you have such permission.

Information related to payments using Debit or Credit card is not accessed or stored by MHFAI.

Limitation of Liability: In no event, MHFAI will be liable for any damage direct or indirect losses or expenses arising in connection with site or use thereof inability to use by any person delay of operation or transaction, computer virus etc.

Security:

All payment details which are entered through this payment gateway are encrypted when the User enters them. The site is secure and uses 128-bit encryption to offer secure communications by encrypting all data to and from the site. MHFAI shall not be liable for any failure by the User to properly protect data from being seen on their screen by other persons or otherwise obtained during the Online Payment process, or in respect of any omission to provide accurate information in the course of the Online Payment process.

Note: MHFAI reserves the right to decline the acceptance of an online payment if your account is in default for any reason. MHFAI may also make additions/deletions/alteration to the services offered, at its sole discretion. MHFAI reserves the right to withdraw the service

at any time at its discretion. MHFAI retains the right to change the terms and conditions for Online Fees Payments, without any prior notice. This document is regularly reviewed. This was last updated in December 2019.