

Disclaimer and Terms & Conditions

The following terms and conditions apply to all online payments made to Surat Municipal Corporation (hereinafter 'SMC') by the citizens. All citizens using the online payment facility (hereinafter 'user') are requested to please read them carefully before making an online payment. By using the online payments facility on this portal you accept these terms and conditions;

1. SMC is only providing a link to the Payment Gateway Service provider which will enable users to pay online for Municipal charges.
2. If any Payment Gateway Service Provider or Bank imposes any taxes or charges anything over and above Municipal Service charges, the same shall be borne by the user, the SMC shall be indemnified from any such claims.
3. The users agrees to indemnify and hold SMC harmless against all claims, losses, damages and actions that the users may initiate in relation to the online payment gateway. Neither SMC nor any of its employees or offices shall be liable for any such loss or damage that may be suffered by the user as a result of such usage.
4. The information and data that you provide during this online transaction will be used only for the purpose of recording your payment and intimation. SMC will take all precautions to ensure that the information is used for no other purpose and is not disclosed to any third parties.
5. Your payment will take a minimum of **one working day** to reach the SMC account. You should take this into account when making your payment.
6. All payments will be processed on the information that you provide. SMC will not accept liability if you make a mistake while completing a form or for any other reason outside of SMC's control. **You will be given an opportunity to review the data that you have entered before submitting it for processing.**
7. Once the payment has been confirmed online, you will be given a **reference number**. Please note the reference number and quote in any queries about the payment.
8. Success of online payments is subject to the risks involved in internet based transactions. Thus, even if the payment is processed successfully by the payment gateway provider, such information may not reach SMC. In such cases, SMC will treat that payment transaction as a failure and no further processing will be done at SMC side. Such payments will be initiated for refund/settlement subsequent to the reconciliation process. Users therefore should make their payment well before the due date. It will be entirely the responsibility of the user, if the user has to make **late fee payment** due to the failure of payment transaction done on the due date.
9. In case of refund, the time taken for credit depends on bank and varies from bank to bank and SMC has no control over it. Hence, one may contact the respective bank for such transactions.
10. **Cyber Crime:** The Internet per se is susceptible to various cyber crimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc., that could affect online payment transactions. Whilst SMC shall endeavor to protect the interest of the users, there cannot be any guarantee from such cyber crimes and other actions that could affect online payment transaction with SMC including but not limited to delay or failure in processing the transactions. The user shall separately evaluate all such risks and SMC Bank shall not be held responsible for the losses arising out of such cyber crimes. The user understand that doing a online payment transaction at a Cybercafe/shared computer terminal is risky and shall avoid using the services of a Cybercafe/shared computer terminal to do such transactions.

11. **ERRORS OF OMISSION & COMMISSION**

The filling in of applicable data for making online payment would require proper, accurate and complete details.

For instance, the customer is aware that:

- he/she would be required to fill in the correct tenement number of the property for which Property Tax is to be paid.

- he/she would be required to fill in the correct contact details like name, email address and contact number while making payments to receive the payment receipt and subsequent reprint of payment receipt.

In the event of any inaccuracy in this regard, the payment could be made towards incorrect property or the payment receipt may be incorrectly issued or sent to a wrong email address and there is no guarantee of recovery of the same thereafter. The user shall therefore take all care to ensure that there are no mistakes and errors and that the information given by him/her to SMC in this regard is error free, accurate, proper and complete at all points of time. The user indemnifies SMC from any loss due to an error on his/her part. The user shall be liable and responsible to SMC and accede to accept SMC's instructions without questions for any unfair or unjust gain obtained by him/her as a result of online payment facility provided by SMC.

12. TECHNOLOGY RISKS

The site of SMC may require maintenance or may be unavailable due to some or the other reasons and during such time it may not be possible to process the request of the users. This could result in delays and/or failure in the processing of instructions. The user understands that SMC disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by SMC to honour any user instruction for whatsoever reason.

13. LIABILITY OF THE USER

The User shall be liable for

1. Non-compliance of Terms of Service (Terms & Conditions) mentioned herein.
2. If he/she has breached the Terms of Service (Terms & Conditions) or contributed or caused the loss by negligent actions such as providing incorrect tenement number or contact details.

14. LIABILITIES OF SMC

1. SMC shall not be liable for any unauthorized transactions through the use of online payment services which can be attributed to the fraudulent or negligent conduct of the User.
 2. SMC shall not be liable to the user(s) for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on any loss of any character or nature whatsoever and whether sustained by the user(s) or any other person, if online payment service is not available in the desired manner for reasons including but not limited to natural calamity, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reasons beyond the control of SMC.
 3. SMC shall endeavor to take all possible steps to maintain secrecy and confidentiality of its user(s) information but shall not be liable to the user(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of SMC.
 4. SMC, for valid reasons, may refuse to execute any instructions placed by the User.
 5. SMC will in no way be held responsible or liable for delay, failure and/or untimely delivery of payment confirmation due to but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of SMC or its service provider(s).
 6. Notwithstanding anything contained herein, where SMC has reason to believe that any transaction, have been fraudulently made (hereinafter referred to as a "suspect transaction"), SMC shall be entitled to reject such transactions.
15. We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time

16. INDEMNITY

The User agrees to indemnify, hold harmless and defend SMC and its affiliates against any loss and damages that may be caused from or relating to

1. Breach of Terms of Service (Terms & Conditions) mentioned herein.
2. Improper use of the online payment services by the User.
3. Any claims made arising from issues related to any failure, delay or interruption of the services as provided by SMC's online payment service.
4. The use of online payment service in any manner which violates the Terms of Service (Terms & Conditions) or otherwise violates any law, rule, conditions or regulation.

17. AMENDMENTS

SMC has the absolute discretion to amend or supplement any of the Terms of Service (Terms & Conditions) at any time, without prior notice.

18. FORCE MAJEURE

SMC shall not be liable for delay in performing or failure to perform any of its obligations under these Terms of Service (Terms & Conditions) which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, natural calamities, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving SMC's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Terms of Service (Terms & Conditions) and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

19. All disputes shall be subject to the jurisdiction of Surat and shall be governed by the Laws in India.