

Online Payment Policy Agreement for Recruitment

Terms & Conditions for ONLINE Payment

The Terms and Conditions (hereinafter also referred to as Ts & Cs) contained herein shall apply to any person ("Applicant") who is applying for the a job profile through CMS website and/or making Fee payment for job application through an online payment gateway service ("Service") offered by HDFC Bank (deemed to be perpetual, until otherwise specified/changed). By applying online, each Candidate is therefore deemed to have read and accepted ALL these Terms and Conditions in respect to the use of CMS Online Services and CMS Online Platform.

- Once an Applicant has accepted these Ts & Cs, they may register and apply online for the job profile.
- The Applicant agrees that by registering on this website for Online Job Application, they are either a Parent/Guardian of the Applicant and/or are lawfully authorized to apply for the job profile of that particular applicant or they are the 'Applicant' themselves and are applying for themselves.
- In case the Job Application is being made by an authorised legal representative of the Applicant, all the formalities, after the form submission are to be fulfilled and performed by the Applicant themselves. No other person/entity in any capacity is allowed to represent the Applicant or perform on their behalf.
- CMS does not accept Job Applications through an agency or outside services and therefore an Applicant must not engage an agency or third party services to make the Job Application in CMS.

Payment Mode:

- Payment(s) through this Online Job Application Service may be made through Online payment options using a Credit Card, Debit card, Net Banking, UPI or Digital/E-Wallets. CMS does not allow any offline mode of payment for a Job Application made online.
- The Debit/ Credit card/ Net Banking/ UPI/ Digital/E-Wallets information supplied at the time of using the service is processed by the payment gateway of the Payment Gateway Service Provider and is not supplied to or accessed/used by CMS. It is the sole responsibility of the Applicant of the service to ensure that the information entered in the relevant fields are correct. It is recommended that Applicant takes and retains a copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out of or usage of the service.
- The Applicant agrees that the Debit/ Credit card/ Net Banking/ UPI/ Digital/E-Wallets details provided by them for use of the aforesaid CMS Online Service(s) must be correct and accurate and that the Applicant shall not use a Debit/ Credit card/ Net Banking/ UPI, Digital/E-Wallets credentials, that is not lawfully owned by them or the use of which is not authorized by the lawful owner thereof. The Applicant further agrees and undertakes to Provide correct and valid Debit/ Credit card/ Net Banking/ UPI/ Digital/E-Wallets details.
- The service is provided using a Payment Gateway Service Provider through a secure website. However, neither the Payment Gateway Service Provider nor CMS gives any assurance that the information so provided online by the Applicant is secured or may be read or intercepted

by a third party. CMS 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.

- The Applicant warrants, agrees and confirms that when they initiate a payment transaction and/or issue an online payment instruction and provide their card/bank details:
 - The Applicant is fully and lawfully entitled to use such Debit / Credit card/ Net Banking/ UPI/ Digital/E-Wallets and/or bank account for such transactions;
 - The Applicant is responsible to ensure that the card/ bank account details provided by them are accurate;
 - The Applicant authorizes debit of the nominated card/ bank account for the Payment of fees selected by such Applicant along with the applicable Fees;
 - The Applicant is responsible to ensure that sufficient credit is available on the nominated card/ bank account at the time of making the fee payment to permit the Payment of the dues payable or fees dues selected by the Applicant inclusive of the applicable Fee.
 - If payment is made by means of a Debit/ Credit card/ Net banking/ UPI/ Digital/E-Wallets that the Applicant doesn't personally own, the permission of the legal card/account owner/holder must always be obtained to make payments using the card. In using the system you confirm that you have such permission.
 - CMS or the Payment Gateway Service Provider will not be liable in case of any otherwise happening or breach of any of the above conditions.

Other Terms

- CMS'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 Ts & Cs shall be in derogation of CMS's right to comply with any law enforcement agencies request or requirements relating to any Applicant's use of the website or information provided to or gathered by CMS with respect to such use. Each Applicant accepts and agrees that the provision of details of their 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 CMS.
- If any part of these Ts & Cs 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 Ts & Cs shall continue in effect.
- These Ts & Cs constitute the agreement between the Applicant and CMS in respect to making Online payment/application. A printed version of these Ts & Cs and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Ts & Cs to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- All fees quoted are in Indian Rupees (INR). The CMS reserves the right to change the fees at any time.
- The entries in the books of CMS and/or the Payment Gateway Service Provider (HDFC bank) kept in the ordinary course of business of the CMS and/or the Payment Gateway Service Provider with regard to transactions covered under these Ts & Cs and matters therein

appearing shall be binding on the Applicant and shall be conclusive proof of the genuineness and accuracy of the transaction.

- CMS, the Payment Gateway Service Provider (HDFC) 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 on the Website.
- CMS and/or the Payment Gateway 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 CMS and/or the Payment Gateway 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.

Privacy Policy

- CMS respects and protects the privacy of the individuals that access the information and use the services provided through us.
- This Privacy Policy describes CMS's treatment of personally identifiable information that CMS collects when an Applicant registers for Job Application on CMS's website.
- Individually identifiable information about the Applicant is not willfully disclosed to any third party without first receiving the Applicant's permission, as covered in this Privacy Policy. However, CMS may release specific personal information about the Applicant without their consent if required to do so in the following circumstances:
 1. in order to comply with any valid legal process such as a search warrant, statute, or court order, or
 2. if any of Applicant's actions on CMS's website violate the Terms of Service or any of School's guidelines for specific services, or
 3. to protect or defend CMS's legal rights or property, intellectual capital, the CMS, or the CMS users; or
 4. to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of CMS website/offerings.

Refund Policy:

- The Job Application Form fee paid online against an Application Number is non refundable. The Taxes (as applicable for online payment) paid in addition to the Application fee is also non-refundable. If an Applicant does not appear for the job interview or test (in the prescribed medium) or leaves the process at any stage before finally getting recruited, there shall be no entitlement to refund of payment made which includes application fees and taxes, as applicable.

- No refunds will be payable by CMS under any circumstances and it is the Applicant's responsibility to submit only one application + fee.
- However, only in the event of double payment/second payment being done due to some technical fault eg, Server Slow Down/Session Timeout etc. the refund of only the 'second' transaction for the same application form process shall be initiated. The applicant should apply for the refund providing the receipt/screenshot as the proof of double payment with the Transaction Number, Application/Registration No. The amount will be refunded within 6-7 working days from the date of making such payment or applying for refund, whichever is later, depending upon the Payment Gateway Service Provider's mechanism.
- It will be the sole discretion of CMS whether to entertain refund or not, subject to verifying from their books / bank's / payment service provider's account and records.
- The Applicant shall not be able to attempt for another payment in respect to the same application form or number at least before 3 hours of the current/last payment. The payment tab would rather be disabled until then. In such a case applicants are requested to hold their patience and must not fill another application form. This might attract complications in the refund process.

However, the Applicant agrees that under no circumstances the CMS shall be held responsible for fraudulent/duplicate transactions and hence no claims should be raised to CMS. No communication received by the CMS in this regard shall be entertained by the CMS.

Miscellaneous Conditions:

- Any waiver of any rights available to CMS under these Ts & Cs shall not mean that those rights are automatically waived.
- The Applicant agrees, understands and confirms that their personal data including without limitation details relating to Debit card/ Credit card/ Net banking/ UPI/ Digital/E-Wallets transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that CMS or the Payment Gateway Service Provider have no control over such matters.
- Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the Applicant, CMS does not represent or guarantee that the use of the Services provided by/ through it or the Payment Gateway Service Provider will not result in theft and/or unauthorized use of data over the Internet.
- The Applicant agrees that neither CMS nor any of its management/employees/3rd party agents will be held liable by the Applicant for any loss or damages arising from use of, or reliance upon the information contained on the website, or any failure to comply with these Ts & Cs where such failure is due to circumstances beyond CMS's reasonable control.
- The Applicant will be required to login their own Application ID and/or Password, given by CMS in order to register and/or use the Services provided by CMS on the Website. By accepting these Ts & Cs the Applicant agrees that their Application ID and/or Password are very important pieces of information and it shall be the Applicant's own responsibility to keep them secure and confidential. In furtherance hereof, the Applicant agrees to;
 - Choose a new password, whenever required for security reasons.
 - Keep their Application ID and Password strictly confidential.
 - Be responsible for any use/transactions made by Applicant under such Application ID and Password.

- In general Parent/Guardian/Local Guardian/Student/Applicant may browse this (official) website of CMS for obtaining any data or information. However, in order to access the classified information, one needs to use the credentials provided as a Parent/Guardian/Staff/Student user to an extent permitted to them by CMS.
- CMS has the right to temporarily or permanently shut down partly or completely some or all options related to the above mentioned service for testing/ repairing/ modifying/ upgrading/ editing/ adding/ removing any feature/ option / service. Services or options used before testing/ repairing/ modifying/ upgrading/ editing/ adding/ removing any such service or options will hold validity as per the sole discretion of CMS. The Applicant shall have no right to challenge any such changes done by CMS or Payment Gateway Service Provider in agreement with CMS.

Communication Policy:

- CMS may send notification to the Email ID provided by the Applicant while registering for the Online Job Application Process by filling the Job Application Form. The alerts or updates once sent by CMS through Email/ SMS will be considered received by the Applicant. CMS or the Payment Gateway Service Provider will not be responsible for the non-receipt of any updates or notification through SMS or Email in case of any server/ network/ machine/ hardware error or poor/ no connectivity at the Applicant's end irrespective of the fault of Applicant's service provider. If the mobile phone is in 'Off' mode or if the Email servers or ids/phone numbers are not functional or if the notifications feature has been turned off, then Applicant may not get the alert at all or get delayed messages. In such a case, CMS or Payment Gateway Service Provider is not accountable.
- CMS will make best efforts to provide update/notification/alerts via Email/SMS and it shall be deemed that the Applicant shall have received the information sent from CMS as an update/notification/alert on the Email ID or mobile phone number provided during the course of, or in relation to, filling the Online Job Application Form using the CMS Online Platform or availing any CMS Online Services. CMS shall not be under any obligation to confirm the authenticity of the person(s) receiving such information. The Applicant cannot hold CMS liable for non-availability of the Email/SMS alert service in any manner whatsoever.
- The update/notification/alerts via Email/SMS service provided by CMS is an additional facility provided for the Applicant's convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event that the Applicant observes any error in the information provided in the alert, CMS should be immediately informed about the same by the Applicant and CMS will make best possible efforts to rectify the error as early as possible. Applicant shall not hold CMS liable for any loss, damages, claim, expense including legal cost that may be incurred/ suffered by the Applicant on account of the Email/ SMS update/ notification/ alert facility.
- The clarity, readability, accuracy and promptness of providing the Email/ SMS update/ notification/ alert service depend on many factors including the infrastructure and connectivity of the service provider. CMS shall not be responsible for any non-delivery, delayed delivery or distortion of the notification/alert in any way whatsoever.

Prohibited Conduct:

- By accessing or using the CMS Online Platform or by availing CMS Online Services for filling online Job Application form, you as an Applicant agree not to:
 - violate the Ts & Cs;
 - impersonate any person or entity, falsely claim or otherwise misrepresent your affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via CMS, perform any other similar fraudulent activity or otherwise avail CMS's services with what we reasonably believe to be potentially fraudulent funds;
 - infringe our or any third party's intellectual property rights, rights of publicity or privacy;
 - use the CMS Online Services if you are a student under the age of 18 years without a parental sponsor or a Local Guardian.
 - post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person or entity;
 - post or transmit any message, data, image or program which is pornographic, vulgar or offensive in nature;
 - refuse to cooperate in an investigation or provide confirmation of your identity or any other information provided by you to CMS;
 - remove, circumvent, disable, damage or otherwise interfere with security-related features of the CMS Online Services and the CMS Online Platform or features that enforce limitations on the use of the CMS Online Services or the CMS Online Platform;
 - reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of as regards CMS Online Services or CMS Platform or any part thereof, except and only to the extent this is expressly permissible by applicable law;
 - use the CMS Online Services or the CMS Online Platform in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the CMS Online Services or the CMS Online Platform in an automated manner;
 - modify, adapt, translate or create derivative works based upon the CMS Online Services and the CMS Online Platform or any part thereof, except and only to the extent that this is permissible by applicable law;
 - intentionally interfere with or damage operation of the CMS Online Services or the CMS Online Platform or any other Applicant's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features;
 - use any robot, spider, other automatic device, or manual process to monitor or copy the CMS Online Platform;
 - interfere or disrupt the CMS Online Platform or networks connected to the CMS Online Platform;
 - take any action that imposes an unreasonably or disproportionately large load on CMS's infrastructure/network;
 - use any device, software or routine to bypass the CMS Online Platform's robot exclusion headers, or interfere or attempt to interfere, with the CMS Online Services;
 - forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the CMS Online Platform or to manipulate Your presence on the CMS Online Platform;

- sell the CMS Online Services, information, or software associated with or derived from it;
- use the facilities and capabilities of the CMS Online Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;
- breach this Agreement, or any other agreement or policy as may be applicable pursuant to the Ts & Cs;
- provide false, inaccurate or misleading information;
- use the CMS Online Platform to collect or obtain personal information, including without limitation, financial information, about other users of the CMS Online Platform, except and only as expressly provided in the T&Cs;
- avail CMS Online Services with what CMS reasonably believes to be potentially fraudulent funds;
- use the CMS Online Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to CMS, a third party or you;
- use the CMS Online Services in a manner that CMS or the Payment Gateway Service Provider reasonably believe to be an abuse of the payment system or a violation of payment network rules;
- take any action that may cause CMS to lose any of the CMS Online Services from its service providers;
- send automated requests of any kind to the CMS Online Platform.

Modification of Tc & Cs:

- CMS reserves the right to change, modify, add, or remove portions of this Agreement (each, a change and collectively, changes) at any time by/ without posting notification on the CMS Online Platform or otherwise communicating the notification to the Applicant. The changes will become effective, and shall be deemed accepted by the existing Applicant, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to your use of the CMS Platform, availing the CMS Online Services or for payment transactions initiated after the posting date. For certain changes, CMS may be required under applicable law to give you advance notice, and CMS will comply with such requirements. Your continued use of the CMS Online Platform following the posting of changes will mean that you accept and agree to the changes.

Limitation of Liability and Damages

- In no event, CMS or its service providers, agents, licensors, partners, suppliers, employees or representatives will be liable to the Applicants for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to: (i) this Agreement or Ts & Cs; (ii) the CMS Online Services, (iii) the CMS Platform or any reference site/ app/ platform/ service; or (iv) Applicant's use or inability to use the CMS Online Services, the CMS Online Platform (including any and all materials) or any reference sites/app/platform/service, even if CMS or a CMS authorized representative has been advised of the possibility of such damages. In no event, CMS, its Management, employees,

agents, will be liable to the Applicants for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Agreement or Ts & Cs; (ii) the CMS Online Services, (iii) the CMS Online Platform or any reference site/ app/ platform/ service; or (iv) Applicant's use or inability to use the CMS Online Services, the CMS Platform (including any and all materials) or any reference sites/ app/ platform/ service; or (v) any other interactions with CMS, however caused and whether arising in contract, tort, strict liability, statute or under any other legal or equitable principle including negligence, warranty or otherwise. The Applicant acknowledges and agrees that CMS has offered its Online Job Application Services, set its fees, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between the Applicant and CMS, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the transaction and bargain between the Applicant and CMS. Applicable law may not completely allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions will apply to the Applicant subject to applicable law. In such cases, CMS's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive the termination of this Agreement.

Force Majeure

- CMS shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of CMS to perform any of its obligations under these Terms, or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues.
- "Force Majeure Event" means any event due to any cause beyond the reasonable control of the parties, which either of them is unable to prevent, avoid, or remove by the use of reasonable diligence including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, war, hostilities, invasion, armed conflict, act of foreign enemy, embargoes, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, any natural calamity, acts of government, outages, affected by theft/breach and downtimes systems failures experienced by CMS or Payment Gateway Service Provider, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

Indemnification:

- You as an Applicant agree to indemnify, save, and hold CMS, its Management, its affiliates, employees, officers, harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to: (i) Your use or misuse of the CMS Online Services or of the CMS Online Platform; (ii) any violation by the Applicant of this Agreement or Ts & Cs; or (iii) any breach of the representations, warranties, and covenants made by You herein. CMS reserves the right, at

your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify CMS, including rights to settle, and you agree to cooperate with CMS's defense and settlement of these claims. CMS will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

Governing Law and Dispute Resolution:

- This Ts & Cs or Agreement shall be governed by and construed in accordance with the laws of India. The courts of Lucknow, Uttar Pradesh shall have jurisdiction in respect of any such disputes or claims.
- If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of Applying for Job and agreeing to this Ts & Cs, performance of any provision of this Ts & Cs or any transaction contemplated hereby shall become impractical or impossible, the CMS hereto shall use its best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.
- All disputes, differences and/or claim arising out of these Ts & Cs whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (including any statutory modification(s) or re-enactment thereof) and shall be referred to a sole arbitrator nominated with the mutual consent of CMS and the Applicant. The award given by such an arbitrator shall be final and binding on CMS and the Applicant. The seat and venue of arbitration proceedings shall be Lucknow.
- The Ts & Cs shall be primarily governed with the following acts, rules, bylaws: Indian Contracts Act, 1872 r/w Information Technology Act, 2000, along with Information Technology Amendment Act, 2008 Information Technology (Intermediaries Guidelines) Rules 2011 (the IT Intermediary Rules), Payment and Settlement Systems Act, 2007, and all other acts, laws, rules and regulations (valid in India) that apply.

Severability

- If any provision of this Ts & Cs agreement is held to be unlawful, void, invalid or otherwise unenforceable, then such provision shall be conformed to prevailing law rather than voided, if possible, otherwise that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.