

TERMS AND CONDITIONS FOR ONLINE PAYMENTS

Introduction:

The Online Payment Terms and conditions constitute a contract between Al Habtoor Motors LLC (AHM) and the User (User) who uses the Online Services provided for any payment made to AHM. Kindly read these terms and conditions carefully. By authorizing a payment to AHM through the online payment service ("the service"), it would be treated as a deemed acceptance to these terms and conditions. AHM 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:

1. The User confirms that, by registering service he/she completed age 18 years or over
2. The purpose of this online Fee Payment system to provide flexibility to customers to pay the amount against their transactions.
3. **Security:**

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

The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor the AHM gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. AHM 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.
4. **Privacy Policy:**

The credit/debit card information supplied at the time of using the service is processed by the payment gateway of the service provider and is not stored by AHM. 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 copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out or usage of the service

All credit/debit cards details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.
5. **Method of Payment, Card types accepted and Currency:**

Payment(s) through this Service may only be made with a VISA, Master card in currency AED only.
6. The User agrees that AHM or any of its employees will not be held liable By the Applicant 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 AHM's reasonable control.

7. 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 Applicant further agrees and undertakes to Provide correct and valid debit/credit card details.
8. The User confirms that he has the appropriate authority to validly accept the Online Payment Terms and can and will meet his obligations in relation to these Terms
9. The User confirms that the information supplied by him is true and correct
10. The User confirms that the credit card/debit card used in connection with the Services is issued in his name or he is authorized to use the credit card/debit card .
11. 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 details: o The Applicant is fully and lawfully entitled to use such credit / debit card for such transactions;
12. No warranty: No warranty, representation or guarantee, express or implied, is given by the AHM in respect of the operation of the service. Disclaimer and Limitation of liability: AHM does not accept liability for any damage, loss, cost (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by the User from the use of this service.

13. Governing law and jurisdiction:

These terms and conditions are governed by the laws of UAE shall have exclusive jurisdiction. The Parties irrevocably agree that any dispute arising out of or in connection with this Terms and conditions, shall be referred to and resolved by Dubai Courts.

14. Delivery and Shipping Policy:

(Website) will NOT deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of UAE.

15. Refund Policy:

In the event there is any claim for/of charge back by the User for any reason whatsoever, such User shall immediately approach the AHM with his and her claim details and claim refund from the AHM alone. No claims for refund /charge back shall be made by any User to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained. Refund for fraudulent/duplicate Transaction (s): The user shall directly contact the AHM for any fraudulent transaction(s) on account of misuse of Card/Bank details by a fraudulent individual /party and such issue shall be suitably addressed by the AHM alone in line with their policies and rules.

- When the User complete the online payment form, funds will be deducted from his credit card in AED currency. All payments are debited to AHM. Due to the way transactions are processed by the external banking sites, there may be delays of 1-3 days in updating your payment in AHM's records.
- Refunds will be done only through the Original Mode of Payment.

16. Limitation of Liability:

1. In no event, AHM will not 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.
2. AHM will not be liable whatsoever for any monetary or other damage suffered by the User on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto and/ or any interruption or errors in the operation of the Payment Gateway.

17. Address and Contact Details:

Al Habtoor Motors Co LLC,
PO Box: 19879, Near DNATA,
Deira, Dubai, UAE.

Mr.Raghu Raj Balakrishnan
Phone: 04-6084000
Extension: 4435

Mr. B.M.Sharma
Phone: 04-6084000
Extension: 4202

18. Country of merchant domicile: UAE

19. Variations to the Terms and Conditions:

The AHM reserves the right to vary these Terms and Conditions from time to time and the current version will be that published on this website. We reserve the right to decline the acceptance of an online payment if your account is in default for any reason. AHM may also make additions/deletions/alteration to the services offered, at its sole discretion. We reserve the right to withdraw the service at any time at its discretion. We retain the right to change the terms and conditions for Online Payments, without any prior notice.