

Annexure - I

Website Terms and Conditions:

This website is designed, developed and maintained by MIS Wing, Mission Bhagiratha. Though all efforts have been made to ensure the accuracy and concurrence of the content on this website, the same should not be construed as a statement of law or used for any legal purposes. In case of any ambiguity or doubts, users are advised to verify/check with the Department(s) and/or other source(s), and to obtain appropriate professional advice.

Under no circumstances this Department is liable for any expense, loss or damage including, without limitation, indirect or consequential loss or damage, or any expense, loss or damage whatsoever arising from use, or loss of use, of data, arising out of or in connection with the use of this website.

These terms and conditions shall be governed by and construed in accordance with the Indian Laws. Any dispute arising under these terms and conditions shall be subject to the jurisdiction of the courts of Hyderabad, TS, India.

The information posted on this website could include hypertext links or pointers to information created and maintained by non-Government/private organizations. Department is providing these links and pointers solely for your information and convenience. When you select a link to an outside website, you are leaving the Department website and are subject to the privacy and security policies of the owners/sponsors of the outside website.

Department, does not guarantee the availability of such linked pages at all times. Department, cannot authorize the use of copyrighted materials contained in linked websites. Users are advised to request such authorization from the owner of the linked website.

Department, does not guarantee that linked websites comply with Indian Government Web Guidelines.

*** DISCLAIMER ***

Once registered as a consumer of Mission Bhagiratha / TDWSCL, the details including name, house number, mobile number, email address and any other documents submitted will be with Mission Bhagiratha/ TDWSCL. They cannot be withdrawn by the consumer at any time. Changes to any details must be requested by the consumer to the concerned official. The details of the consumer will be shared across other government departments to provide better services and for effective governance.

Annexure-II

Privacy policy (Terms and Conditions for Online-Payments)

The Terms and Conditions contained herein shall apply to any individual/firm ("User") using the services of Mission Bhagiratha website for making payments through an online payment gateway service ("Service") offered jointly by Bank of Baroda and Payment Gateway Service provider, Bill Desk through Mission Bhagiratha website i.e._____.telangana.gov.in. This payment gate way is only for the users of _____. Each User is therefore deemed to have read and accepted these Terms and Conditions.

A. Privacy Policy

Govt. of Telangana's Mission Bhagiratha website respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy. This Privacy Policy describes Mission Bhagiratha website's treatment of personally identifiable information that is collected when User is on the website. Mission Bhagiratha website does not collect any unique information about the User except when the User specifically and knowingly provide such information on the Website. Please be aware, however, that Mission Bhagiratha website will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or
- b) if any of User's actions on Mission Bhagiratha website violate the Terms of Service or any of Mission Bhagiratha guidelines for specific services, or
- c) to protect or defend Mission Bhagiratha Department's/ Telangana Drinking Water Supply Corporation Limited(TDWSCL)'s legal rights or property, the Mission Bhagiratha site, or Mission Bhagiratha Users; or

d) To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Mission Bhagiratha website/offerings.

B. General Terms and Conditions for Online-Payments

1. Once a User has accepted these Terms and Conditions, he/ she/they may apply for bulk water supply connection. A User may enter in any other manner as may be specified by Govt. of Telangana's Mission Bhagiratha website from time to time.

2 Mission Bhagiratha's/TDWSCL'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 Terms and Conditions shall be in derogation of Mission Bhagiratha's/TDWSCL's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Mission Bhagiratha/TDWSCL with respect to such use. Each User accepts and agrees that the provision of details of his/ her/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 Mission Bhagiratha Department /TDWSCL.

3. If any part of these Terms and Conditions 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 Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Mission Bhagiratha Department /TDWSCL. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Mission Bhagiratha Department /TDWSCL. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these

Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. Refund for Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Mission Bhagiratha Bulk Supply Section with his/ her/their claim details by sending mail to mbbulk.hyd1@gmail.com . Such refund (if any) shall be effected only after careful scrutiny by concerned officials of the Mission Bhagiratha Department/TDWSCL via payment gateway or by means of a NEFT/RTGS or such other means as Govt. of Telangana deems appropriate. 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.

6. In these Terms and Conditions, the term “Charge back” means approved and settled card (Debit or Credit) or net banking purchase transactions which are at any time refused, debited or charged back to Merchant account (shall also include similar debits to Payment Gateway Service Provider’s accounts, if any) by the Acquiring Bank for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

7. Refund of Transactions: Payments made by the user towards connection charges, advance deposit, supervision charges are nonrefundable. The User shall directly write to mbbulk.hyd1@gmail.com for refund of transactions arising due to duplicate payment. It shall be resolved after proper scrutiny by concerned official of Mission Bhagiratha Department/TDWSCL as per the policies and rules in vogue.

8. Cancellation Policy: Payment once made for submitting the application cannot be cancelled and refunded.

9. Server Slow Down/Session Timeout: In case the Website or Payment Service Provider’s webpage, that is linked to the Website, is experiencing any server related issues like ‘slow down’ or ‘failure’ or ‘session timeout’, the User shall, before initiating the second payment,, check whether his/her/their Bank Account has been debited or not and accordingly resort to one of the following options:

(I) In case the Bank Account appears to be debited, ensure that he/ she/they does not make the payment twice and immediately thereafter write to mbbulk.hyd1@gmail.com to confirm the status of the payment.

(ii) In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment. However, the User agrees that under no circumstances the Mission Bhagiratha Department/TDWSCL/ Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Mission Bhagiratha Department/TDWSCL Payment Gateway Service Provider. No communication received by the Mission Bhagiratha Department/TDWSCL /Payment Service Provider(s) in this regards shall be entertained by the Mission Bhagiratha Department/TDWSCL /Payment Service Provider(s).

C. Limitation of Liability:

1. Govt. of Telangana has made this Service available to the User as a matter of convenience. Mission Bhagiratha Department/TDWSCL expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she/it shall be solely responsible for his/ her/their conduct and that Govt. of Telangana reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

D. Debit/Credit Card, Bank Account Details:

1. The User agrees that the debit/credit card details provided by him/ her/them 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/them 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.

2. The User may pay his/ her/their Bulk Connections/Consumption Charges to TDWSCL by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she/they initiate a payment transaction and/or issues an online payment instruction and provides his/ her/their card / bank details:

i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

ii. The User is responsible to ensure that the card/ bank account details provided by him/ her/them are accurate;

3 The User is authorizing debit of the nominated card/ bank account for the payment of Bulk Connection/Consumption Charges to TDWSCL selected by such User along with the applicable Transaction Fees.

i. The User is responsible to ensure sufficient 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 the bill(s) selected by the User inclusive of the applicable Transaction Fee.

E. Personal Information

1. The User agrees that, to the extent required or permitted by law, Mission Bhagiratha website/TDWSCL and/ or the Payment Service Provider(s) 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. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Mission Bhagiratha website. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

3. In addition to the information already in possession of Mission Bhagiratha website and/ or the Payment Service Provider(s), Mission Bhagiratha/TDWSCL may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Mission Bhagiratha/TDWSCL information privacy policy and to Mission Bhagiratha/TDWSCL continued use of previously collected information. By submitting the User's personal information to Mission Bhagiratha website, the User will be treated as having given his/her/their permission for the processing of the User's personal data as set out herein.

4. The User acknowledges and agrees that his/ her/their information will be managed in accordance with the laws for the time in force.

5. Once registered as a consumer of Mission Bhagiratha, the CIN details including name, house number, mobile number and any other documents submitted will be with Mission Bhagiratha. They cannot be withdrawn by the consumer at any time. Changes to any details must be requested by the consumer to the concerned official. The details of the consumer will be shared across other government departments to provide better services and for effective governance.

F. Payment Gateway Disclaimer

The Service is provided in order to facilitate access to view and pay fee for Bulk Supply Connection/Consumption and Transaction User Charges online. Mission Bhagiratha Department /TDWSCL or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her/their use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.

