



TERMS AND CONDITIONS FOR ONLINE PAYMENTS

About AAINA

Aaina, an Odisha based voluntary organization, was conceived with the vision of working with the vulnerable sections of the society and addressing issues giving rise to such vulnerabilities. Founded in 1998, Aaina is today recognized as one of the front-ranking NGOs of Odisha working in the field of disability. Aaina envisages an inclusive society where each person has an identity, independence and exercises his/her rights with dignity and equality especially persons with disabilities, women, children, elderly, ultra-poor and other socially excluded groups.

1. Contest Entry Details

Aaina hosts a biennial short film festival named DHWANI - A Special Film Fest. The details for edition 2023 being held on 21st-22nd March 2023, on the theme 'DIVERSITY AND INCLUSION' are provided below:

Deadline	Type	Upto 1 minute	Upto 5 minutes	Upto 30 minutes
March 10, 2023	General	₹1200 (participants based in India) / 15\$ (participants based outside India) per Film		
	Students	₹800 (participants based in India) / 10\$ (participants based outside India) per Film		

**Entry fees are NOT REFUNDABLE once the film is accepted by the organizer.*

2. Introduction

These terms and conditions apply to the User who uses the Online Services provided for any payment made to AAINA. Kindly read these terms and conditions carefully.

By authorizing a payment to Aaina through the online payment service ("the service"), it would be treated as a deemed acceptance to these terms and conditions. Aaina 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.

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

- (i) Payment(s) through this Service may only be made with a Credit Card, Debit card or Net Banking.
- (ii) 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 (Bill Desk) i.e. the respective Bank.
- (iii) The credit card information supplied at the time of using the service is processed by the payment gateway of the service provider (Bill Desk) and is not supplied to Aaina. 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 of usage of the service.
- (iv) The Donor / Contest Applicant 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 Aaina or the Payment Service provider (Bill Desk) (s) have no control over such matters.



- (v) The service is provided using a payment gateway service provider (Bill Desk) through a secure website. However, neither the payment gateway service provider (Bill Desk) nor the Aaina gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. Aaina 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.
- (vi) Aaina and/or the Payment Service provider (Bill Desk)'s 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 Aaina and/or the Payment Service provider (Bill Desk)'s, 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.
- (vii) The Donor / Contest Applicant agrees that Aaina or any of its employees will not be held liable By the Donor / Contest 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 Aaina's reasonable control.
- (viii) Receipts for all payments / donations will be generated by BillDesk, it is the responsibility of the donor / contest applicant to download the receipt.

3. Debit/Credit Card, Bank Account Details:

The Donor / Contest Applicant 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 Donor / Contest Applicant 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 Donor / Contest Applicant further agrees and undertakes to Provide correct and valid debit/credit card details.

The Donor / Contest Applicant may pay his/ her fees/donation to Aaina by using a debit/credit card or through online banking account. The Donor / Contest Applicant 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:

- (i) The Donor / Contest Applicant is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- (ii) The Donor / Contest Applicant is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- (iii) The student/candidate is responsible to ensure that 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 fees dues selected by the Donor / Contest Applicant inclusive of the applicable Fee.

4. No warranty:

No warranty, representation or guarantee, express or implied, is given by Aaina in respect of the operation of the service.



5. Disclaimer and Limitation of liability

Aaina 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.

6. Governing law

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

7. Dispute Resolution:

Any dispute arising in relation to the terms and conditions will be submitted to a sole arbitrator appointed by Aaina under the provisions of the Arbitration and Conciliation Act, 1996 and rules framed there under. Any dispute is subject to jurisdiction of SDJM, Bhubaneswar only. The relation between donor/contest applicant and Aaina is not that of a consumer and a service provider (Bill Desk).

8. Refund/Cancellation Policy:

Contest Fees once paid will not be refunded under any circumstances. However, in case of incongruent payments the donors may contact Aaina. Based on the resolution of the issue the appropriate action will be initiated. After verification of details, the service provider (Bill Desk) will resolve the issues.

9. Contact Us

Plot-70/3530 (Ground floor), Behind Hotel Mayfair, Bhubaneswar, Odisha, India - 751013
Phone: (0674) 2360630, 3511945
Email: info@aaina.org.in

10. Privacy Policy:

- (i) Aaina may share your personal information (Name, Mail Id, Mobile No., Date of Birth) with our bankers for clearing necessary payments (fees). This information shall be strictly up to the legal permissible limit and not exceeding.
- (ii) *All Donations Are Exempt From Income Tax Under Section 80G. So email and other relevant contact information will be collected by Aaina to send the receipt to the donors.
- (iii) Online Payment system's purpose is to provide flexibility by offering option to pay online using various payment methods. However if a donor / contest applicant is not conversant with such payment options / internet or payment gateway then he/she may deposit the desired/necessary amount through challan by visiting their closest branch and making the payment on the details provided in our [donations](#) page.
- (iv) It is sole responsibility of the donor / contest applicant to pick online payment option. Aaina does not recommend/ prefer/promote any particular method.
- (v) 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.
- (vi) Information related to payments using debit or credit card is not accessed or stored by Aaina.

11. No Warranty:

The information and materials contained in this site including, graphics, links or other items are provided as on "As Is" and "As Available" basis by Aaina which organized and tries to provide information accurately and expressly disclaims liability for error or omission in this information and



materials. No warranty of any kind, implied, express or statutory shall be given by Aina shall not be limited to the warranty of fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.

12. Limitation of Liability:

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

13. Variations to the Terms and Conditions:

Aina 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. Aina may also make additions/deletions/alteration to the services offered, at its sole discretion. We reserves the right to withdraw the service at any time at its discretion. We retain the right to change the terms and conditions for Online Fees Payments, without any prior notice.