

## **Online/ E-Payment General Terms and Conditions**

Dar Al-Hekma University has endeavoured to make this system easy to use. However, if you need any assistance, or if you experience any problems, please refer to the details below. Dar Al-Hekma University retains the right to update these Terms and Conditions at anytime as it is deemed necessary.

By using Dar Al-Hekma University's ("the University") Online Payment facilities you are unequivocally agreeing to these Terms and Conditions. These Terms and Conditions apply to all online card transactions made to Dar Al-Hekma University through a Payment Service Provider. Please read these terms carefully before using the online payment facilities, Dar Al-Hekma University bear no liability for any losses incurred.

### **Definitions and Interpretation:**

The wording used in these Terms and Conditions have the meanings set out below unless the context requires otherwise:

"Payment Service Provider" means the service provider through which the E-payment service is facilitated.

"Payee" means the user or person(s) who are submitting a payment through the E-payment system, or using the E-payment system whether solely on behalf of another individual(s)/entity.

"Service" means the internet based payment system operated on behalf of the University.

"Tuition Fees" means any costs related to the academic or educational instruction through the University or any of its agents.

"University" means Dar Al-Hekma University, 6702 Prince Majed Al-Faiha, Unit No.2, Jeddah 22246-4872, Kingdom of Saudi Arabia.

### **Standard Terms and Conditions:**

By authorizing a payment to Dar Al-Hekma University through the online payment service ("the Service"), it is deemed as an acceptance to these Terms and Conditions. The University may change these terms from time to time without notice. It is the responsibility of the user of the system ("the Payee") to have read the terms and conditions before using the Service. Changes will apply to any subsequent transactions with Dar Al Hekma University.

### **Online Payments:**

1. Using the online payment facilities on the University website indicates that the Payee accepts these Terms and Conditions. If you, the Payee do not accept these terms please refrain from using the University online payment facilities. All online payments are subject to these conditions, and the University accepts no liability for errors made by the Payee.
2. The payment will normally reach the University bank account within two (2) working days. The University does not accept any liability for delayed payments.

- 3.** All payments must be made in Saudi Arabian Riyal (SAR). All currency conversion costs or other charges incurred in making the payment shall be borne by the Payee.
- 4.** The University does not accept liability for payments being recorded on the wrong account if the Payee supplies inaccurate information, but it will make every effort to reallocate any such payments if they arise.
- 5.** The University does not accept liability if payment is refused or declined by the Payee's credit/debit card supplier for any reason.
- 6.** If the Payee's card supplier declines payment, the University is under no obligation to bring this fact to the Payee's attention. The Payee should check with their bank/credit/debit card supplier that payment has been deducted from the Payee's account.
- 7.** The credit card information supplied at the time of using the Service is processed by the payment gateway of the Payment Service Provider. It is the sole responsibility of the Payee to ensure that the information entered in the relevant fields are correct. It is recommended that the Payee 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.
- 8.** In no event will the University be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.
- 9.** The Service is provided using a Payment Service Providers through a secure website. However, neither the Payment Service Providers nor the University gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. The University 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 University shall not be liable for any failure by the user making payment 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.
- 10.** The Payee 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 the University or the Payment Service Provider(s) have no control over such matters
- 11.** The University and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of any data, information or message, or the transmission or delivery of any such data, information or message; or 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 University and/or the Payment 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 Service or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.
- 12.** The Payee agrees that the University and any of its employees/agents will not be held liable By the Payee or its affiliates for any loss or damages arising as a result of the Payee's use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions.

**Disclaimer and Limitation of Liability:**

Dar Al Hekma University 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 Payee from the use of this Service.

**Refund/Cancellation Policy:**

Tuition Fees are the only fees that the University will refund as per the Refund Policy of the University. All other fees once paid will not be refunded under any circumstances.

**Variations to the Terms and Conditions:**

Dar Al-Hekma University reserves the right to vary these Terms and Conditions from time to time and the current version will be that published on this website. The University further reserves the right to decline the acceptance of an online payment if the Payee's account is in default for any reason. The University may also make additions/deletions/alteration to the Service offered, at their sole discretion. The University reserves the right to withdraw the Service at any time at its discretion, and retain the right to change the terms and conditions for Online Fees Payments, without any prior notice.

**Contact us:**

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