

ARDENNE HIGH SCHOOL

Terms for Use

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Special Conditions

The online payments and card payments are offered to the students and parents of Ardenne High School hereafter called "Ardenne" and its third party suppliers. Periodically these terms may be changed with immediate effect. You are asked to read these terms carefully before using the online payment facility. By using the online payment facility on this website you accept these terms and conditions. We reserve the right to decline the acceptance of an online payment if your account is in default for any reason. Ardenne may also make additions/deletions/alterations to the services offered at its sole discretion. Ardenne reserves the right to withdraw the service at any time at our discretion. Ardenne retains the right to change the terms and conditions for Online Fee Payment without any prior notice. In no event will Ardenne be liable for any damages; whether direct or indirect arising in connection with this site or use thereof.

If you do not accept these terms do not use this facility.

Indemnity

The user of this portal does so voluntarily and indemnifies Ardenne High School, its Management team Employees, Contactors or Stakeholders harmless against any claims, damages, costs or any legal liabilities whatsoever that may arise directly or indirectly from the use of this payment facility.

Definitions & Interpretation

- The terms used in this agreement have the meanings set out below unless the context requires otherwise:
- "Card supplier" means the institution which owns the debit or credit card you are using on the Online Payment Facility. This may be the financial institution.
- "Online payment facility" means the internet based payment system operated on behalf of Ardenne
- "Student account" means the account operated and maintained by Ardenne to record the fees, charges, fines or other debts owed to it by an individual student.
- Academic Year: The yearly period of September to July
- Student Rules, Regulations and Procedures: The Student is bound by the conditions of these rules.

Conditions

All payments are subject to the following conditions:

- You warrant that in using the online payment facility you are authorised to use the credit card for the payment or payments you are making.
- Payments received will be posted to the account for whom you are making payment
- Ardenne cannot accept liability for a payment not reaching the correct student account due to an incorrect account number or other incorrect details, whether personal or otherwise, provided by you.
- Ardenne cannot accept liability for a payment not reaching the correct student account where payment is refused or declined by the Card Supplier for any reason.
- If the card supplier declines payment, Ardenne is under no obligation to bring this fact to your attention. It is your responsibility to check with the Card Supplier that payment has been deducted from the credit account.
- Ardenne will not 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.
- Governing law: The laws of Jamaica.
- Dispute Resolution: Any dispute arising in relation to the terms and conditions will be submitted to a sole arbitrator appointed by Ardenne
- No warranty, representation or guarantee, expressed or implied, is given by Ardenne in respect of the operation of this service.

Refund policy

Refunds if applicable, can only be credited back to the credit card used for the original transaction and must be within 6 months (180 days) of the transaction being paid; or original payment date. In the event that a transaction becomes due for refund Ardenne will ask the bank to credit the credit card account which was used to effect the transaction, after deducting any charge that was incurred by Ardenne for this transaction. All accounts maintained by Ardenne will also be duly updated. To apply for refunds, please contact the Bursar at Ardenne.

Security

All payment details which are entered through this payment gateway are encrypted with Let's Encrypt SSL certificate when the student or payer making payment enters them. Communications to and from the service provider's site are encrypted with Let's Encrypt SSL certificate. Ardenne shall not be liable for any failure by the student or payer making payment of fees to properly protect data from being seen on their screen by other persons or otherwise obtained by such persons, during the online payment process or in respect of any omission to provide accurate information in the course of the online payment process. Online card payment is available to payers other than students providing the student ID reference and date of birth is provided to them by the student. Students providing this information are authorising the payer to view their outstanding tuition fees.

Service provider

Online payments of fees can be made by credit card. These payments are not collected by Ardenne directly but by the service provider. When a student makes an online immediate payment they will receive a confirmation email. If this is not

received immediately it is the responsibility of the student to check with Ardenne to ensure that the payment has been accepted.

Data protection

Ardenne will collect (or may already hold) personal data relating to the student, or payer making payment, including name, date of birth, address and student identification number of the student. By agreeing to be bound by these terms and conditions the student (and any payer making payment) accepts and consents to his/her personal data, being provided to the service provider for sole purpose of the service provider offering and administering the online payment facility to the student or payer making payment. It is the responsibility of the student, or payer making payment, to ensure that all personal data provided to or held by Ardenne and/or provided to the service provider is clear and accurate. Ardenne will not be responsible for any losses suffered by the student or payer making payment as a result of inaccurate information being provided to Ardenne or the service provider. Ardenne may use the personal information provided to it to contact the student or payer making payment, to clarify or resolve any issues that arise in connection with any online payment made in respect of fees.

Privacy Statement

It is the policy of Ardenne to respect the privacy of its students, parents and the people doing business through this service. As such NO information presented here will be sold or distributed to any other party, and will be disclosed only to the Bank / Credit Card Company for the process of approving your payment. Privacy Policy:

In general students may browse this website for obtaining any data or information. However, in order to access the classified information, one needs to use the credentials provided as a student user.

The information provided by the user on this website shall be kept confidential and shall not be shared with anyone. The DATA will neither be made accessible to third parties nor transferred in any form or manner unless required by law.

Ardenne may share your personal information with our bankers for clearing necessary fee payments. This information shall be strictly up to the legal permissible limit and not exceeding. Online Fee Payment system aims to provide flexibility and conform to its continuing students by offering the option to pay online using various payment methods. It is the sole responsibility of the student to select online payment option. Ardenne does not recommend/ prefer/promote any particular method. If payment is made by means of a card that you do not 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 obtained such permission.

Security

Anyone using this portal is encouraged 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. Disclaimer and Limitation of Liability. Ardenne 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.

General Agreement

Payment(s) through this Service may only be made with a Credit Card. Before using this Service, it is recommended that the user shall make necessary enquiry about the charges or fees payable against the Credit card used from Credit Card service provider i.e. the respective Bank. The credit card information supplied at the time of using the service is processed by the payment gateway of the service provider and is not supplied to Ardenne. 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.

Anyone using this portal agrees, understands and confirms that his/ her personal data including without limitation details relating to credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Ardenne or the Payment Service Provider(s) have no control over such matters. The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor Ardenne gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. Ardenne 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. Ardenne and/or the Payment 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 Ardenne 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 Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.

The Student agrees that Ardenne or any of its employees will not be held liable By the Student 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 Ardenne's reasonable control. Credit Card, Bank Account Details:

- The Student agrees that the credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the student shall not use a credit card which is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The Student further agrees and undertakes to provide correct and valid credit card details.
- The Student may pay his/ her fees to Ardenne by using a credit card or through online banking account. The Student 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:

- The Student is fully and lawfully entitled to use such credit card, bank account for such transactions;
- The Student is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- The Student authorizes debit of the nominated card/ bank account for the Payment of fees selected by such student along with the applicable Fees.
- The Student 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 Student inclusive of the applicable Fee.
- Ardenne will respond to account queries within three business days.