FOR REGISTRATION OF FIRMS

UNDERTAKING FOR REGISTRATION OF FIRMS AND FOR THE ISSUE OF HARBOUR ENTRY PERMITS

1. I/We affirm that the particulars given above are true to the best of our knowledge and belief. I/we vouch for the credentials and bona fides of myself/the personnel for whom I/we seek Harbour Entry Permits.
2. We agree to furnish any other information / produce any record for inspection as may be required to consider the request for grant of registration.
3. I/We agree to abide and to comply with by any and all of the directions/instructions/regulations of Mormugao Port Trust (hereinafter referred to as the Port) issued from time to time, if the registration is accepted/renewed.
4. I/We hereby certify that the above permits are required only for our official purpose.
5. I/We hold responsibility to indemnify the Port against any loss or damage either to person(s) or property(ies), whether belonging to the Port or any third party, arising as a result directly or indirectly due to the activities of the above mentioned persons/ vehicles/equipment inside the Port area during the duration of the validity of the Harbour Entry permit.
6. I/We also undertake to surrender the Harbour Entry Permits immediately when the above staff ceases to be the employee of this firm; failing which we will be held responsible for the activities of this person in the port and shall be liable to any action taken by the Port in this regard.
7. I/We further undertake to pay a sum of Rs.250/- for the loss or damage to every Harbour Entry Permit issued.
8. I/We further undertake to remove the equipment/vehicle as and when the same is put out of service, immediately, and also pay any charges as demanded by the Port, in addition to the normal charges for Harbour Entry Permit, in case it is not removed in time. The Port shall be at the liberty to remove such equipment/vehicle if the same is not removed as per the direction of the Port.
9. I/We understand that the Harbour Entry Permit issued is the property of the Port and I/we shall return the same to the Port officials upon expiry of its validity. I/We shall carry the Harbour Entry Permit in person, display it visibly at all times and shall produce the same upon being asked for by the Port or CISF officials.
10. I/We shall ensure that the vehicles/equipment shall confirm to all safety and statutory norms and regulations for the time being in force.
11. I/We understand that the Port is a hazard prone operational area under Customs bond and therefore, I/we undertake to comply with any or all of the instructions, including safety and such other precautions, at all times.
12. I/We understand the risk in entering the operational area of the Port and further indemnify the Port against any personal risk or loss arising during the period of grant of the Harbour Entry Permit.
13. I/We understand that the granting of permission to the Port area is the exclusive prerogative of the Traffic Manager, Mormugao Port Trust or the officer acting on behalf of the Traffic Manager and the Port reserves the right to grant or deny admission to the Port or to debar the entry/exit of person(s)/vehicle/equipment.

Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Mormugao Port Trust (MPT) for making payments of Gate pass fee, etc., through an online payment gateway service ("Service") offered jointly by HDFC Bank Ltd. and Payment Gateway Service provider, through the website i.e www.mptgoa.com. Each User is therefore deemed to have read and accepted these Terms and Conditions.

A. **Privacy Policy**

MPT 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 MPT Gate pass request as personally identifiable information that MPT collects when Users access the MPT website. MPT does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when the User specifically and knowingly provides such information on the Website. Like any business interested in offering the highest quality of service to clients, MPT may, from time to time, send email and other communication to the User tell them about the various services, features,

functionality and content offered by MPT website or seek voluntary information from the user. Please be aware, however, that MPT will release specific personal information about the User if required to do so in the following circumstances:

1. in order to comply with any valid legal process such as a search warrant, statute, or court order, or
2. if any of User's actions on MPT's website violate the Terms of Service or any of MPT's guidelines for specific services, or
3. to protect or defend MPT's legal rights or property, the MPT site, or MPT Users; or
4. to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of MPT website/ offerings.

B. **General Terms and Conditions For Online-Payments**

1. Once a User has accepted these Terms and Conditions, he/ she may register and avail the Services. A User may either register on MPT's website or alternatively enter his/ her details and pay their dues in any other manner as may be specified by MPT from time to time.
2. MPT'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 MPT'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 MPT with respect to such use. Each User accepts and agrees that the provision of details of his/ her 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 MPT.
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 MPT. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and MPT. 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. The entries in the books of MPT and/or the Payment Service Providers kept in the ordinary course of business of MPT and/or the Payment Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. 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 MPT with his/ her claim details and claim refund from MPT alone. Such refund (if any) shall be effected only by MPT as per the refund policy of the port via payment gateway or such other means as MPT 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.
7. In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact MPT for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by MPT alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Service Provider's web page, 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 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 does not make the payment twice and immediately thereafter contact MPT via e-mail or any other mode of contact as provided by MPT to confirm 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 Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Service Provider(s) in this regards shall be entertained by the Payment Service Provider(s).

C. **Limitation of Liability**

1. MPT has made this Service available to the User as a matter of convenience. MPT expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that MPT reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. MPT 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 the MPT 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 Services.
3. MPT and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
    I. 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
    II. any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Service Provider(s) and MPT and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.
5. The User agrees that MPT or any of its employees will not be held liable by the User for any loss or damages arising from the 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 MPT's reasonable control.

D. **Miscellaneous Conditions :**

1. Any waiver of any rights available to MPT under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that MPT or the Payment Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, MPT does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. MPT, the Payment Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by MPT on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
    i. Choose a new password, whenever required for security reasons.
    ii. Keep his/ her User ID & Password strictly confidential.
    iii. Be responsible for any transactions made by User under such User ID and Password.

   The User is hereby informed that MPT will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/her MPT account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

E. **Debit/Credit Card, Bank Account Details**

1. 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 User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may pay his/ her dues to MPT by using a debit/credit card or through online banking account. 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 / bank details:
    . The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
    i. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
    ii. The User is authorizing debit of the nominated card/ bank account for the payment of dues selected by such User along with the applicable Fees.
    iii. 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 Fee.

F. **Personal Information**

1. The User agrees that, to the extent required or permitted by law, MPT 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 MPT. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of MPT and/ or the Payment Service Provider(s), MPT may have collected similar information from the User in the past. By entering the Website the User consents to the terms of MPT's information privacy policy and to MPT's continued use of previously collected information. By submitting the User's personal information to MPT, the User will be treated as having given his/her permission for the processing of the User"s personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

G. **Payment Gateway Disclaimer**

The Service is provided in order to facilitate access to view and pay dues online. MPT 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 use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.

I Agree Disagree