



**TERMS OF SERVICES**





CUSTOMER AGREEMENT with STRAD HOSTING AND DEVELOPMENT LLP ([www.stradsolutions.com](http://www.stradsolutions.com))

This Customer Master Agreement (the "Agreement") is made, entered into and executed between Strad Hosting and Development LLP OR Strad Hosting and Development LLP (hereinafter referred to as "Company") AND you (hereinafter referred to as "Customer"). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the term "Customer" shall refer to such entity. The Company and the Customer may be referred to individually as a "Party" and collectively as the "Parties". This Agreement sets forth the general terms and conditions of Customer's use of the products and services made available through the Strad Hosting and Development LLP website ("[www.stradsolutions.com](http://www.stradsolutions.com)").

## 1. DEFINITIONS

1. A. "Advance Account" refers to the credit balance maintained by the Customer, if applicable, with Company.
1. B. "Authentication Information" refers to personal information provided by Customer that may be used by Company to verify ownership of Customer's account.
1. C. "Clear Balance" refers to credit in the Customer Advance Account after deducting any accrued liabilities, Locked Funds and debited amounts.
1. D. "Proprietary Information", as used in this Agreement shall mean all data, information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation, documentation, functional and interface specifications, provided by Company to the Customer under this Agreement, whether written, transmitted orally, through the Strad Hosting and Development LLP India Website or otherwise.
1. E. "Customer Contact Details" refers to the Contact Details of the Customer as listed in Company's Database.
1. F. "Customer Control Panel" refers to the set of Web-based interfaces provided by the Company and its Service Providers to the Customer which allows the Customer to manage Orders.
1. G. "Company system" refers to the set of Servers, Software, Interfaces, Company Products and API that is provided for use directly or indirectly under this Agreement by the Company and/or its Service Providers.
1. H. "Company's Database" is the collection of data elements stored on Company's Servers.

Customer



1. I. "Order" refers to a Company Product purchased by the Customer having a unique Order ID in the Customer Database.

1. J. "Company Products" refer to all products and services made available or provided, rendered or sold by Company.

1. K. "Strad Hosting and Development LLP India Website" refers to <http://www.Strad Hosting and Development LLP.com/>.

1. L. "Service Providers" refers individually and collectively to any third party that may, directly or indirectly, provide or fulfill Company Products on Company's behalf.

1. M. "Prohibited Persons (Countries, Entities, and Individuals)" refers to certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations or entities, including without limitation, certain "Specially Designated Nationals" ("SDN") as listed by the government of the United States of America through the Office of Foreign Assets Control ("OFAC"), with whom all or certain commercial activities are prohibited. If you are located in a Sanctioned Country or your details match with an SDN entry, you are prohibited from registering or signing up with, subscribing to, or using any service of Company.

## 2. PRIVACY POLICY, APPENDICES AND CUSTOMER PRODUCT AGREEMENT EXTENSIONS

2. A. Customer's use of the Company Products is also governed by each of the Appendices attached hereto and Strad Hosting and Development LLP's Privacy Policy.

2. B. Customer may purchase various additional Company Products in the course of Customer's relationship with Company under this Agreement. These additional Company Products may be subject to additional terms and conditions ("Customer Product Agreement Extensions"), which shall then be included as a part of this Agreement.

2. C. Any conflicting definitions, terms and conditions in a Customer Product Agreement Extension shall take precedence over the same definition, terms and conditions in this Agreement, and shall be applied only to that Customer Product Agreement Extension.

## 3. OBLIGATIONS OF COMPANY

Company shall make available the latest versions of this Agreement and Customer Product Agreement Extensions in the Customer Control Panel or on the Strad Hosting and Development LLP India Website.



#### 4. OBLIGATIONS OF THE CUSTOMER

4. A. The Customer acknowledges that in the event of any dispute and/or discrepancy concerning any data element of an Order or the Customer in the Customer Database, the data element in the Customer Database records shall prevail.

4. B. The Customer acknowledges that all information of the Customer in the Company Database, including Authentication Information is accessible to Company and its Service Providers.

4. C. The Customer shall comply with all terms or conditions established by Company and/or its Service Providers, as disclosed to Customer, from time to time.

4. D. The Customer agrees to provide, maintain and update, current, complete and accurate information for all the data elements about the Customer in the Company Database.

4. E. Customer acknowledges that Company Products may be obtained through Service Providers, and as such, changes in structure, or contracts may occur, and as a result, such services may be adversely affected. Customer acknowledges and agrees that Company shall not have any liability associated with any such service disruptions.

#### 5. RIGHTS OF COMPANY AND SERVICE PROVIDERS

5. A. Company and Service Providers may change any information, including Authentication Information of the Customer in the Company Database upon receiving authorization from the Customer in any form as maybe prescribed by Company from time to time.

5. B. Company and Service Providers in its own discretion can at any point of time temporarily or permanently cease to sell a Company Product

5. C. Company reserves the right to change pricing, minimum order levels, and discounts, of any Company Product, at any time.

5. D. Company and its Service Providers, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within thirty (30) days of processing such Order. In such case Company may refund the fees charged for the Order, after deducting any processing charges for the same.

5. E. Company and its Service Providers, in their sole discretion, expressly reserve the right to modify, suspend, terminate or cancel Company Products at any time without notice.

5. F. Notwithstanding anything to the contrary, Company and its Service Providers, in their sole dis

6. cancel, modify, intercept and analyze traffic of, copy, backup, access data of, redirect, log usage of, monitor, limit access to, limit access of, take ownership of, suspend or transfer any Order, or to delete, suspend, freeze, or modify Customer Customer's access to, the Company system under any of the following circumstances:

5. F. i. In case of any breach or potential or threatened breach or any violation or potential violation of this Agreement, as determined by Company in its sole discretion;

5. F. ii. To protect the integrity and stability of the Company system;

5. F. iii. To comply with any applicable laws, government rules or requirements, requests of law enforcement, any dispute resolution process;

5. F. iv. To comply with any agreements executed by Company;

5. F. v. To avoid any civil or criminal liability, on the part of Company or its Service Providers, as well as their affiliates, subsidiaries, officers, directors and employees; or

5. F. vi. If the Customer and/or its agents or any other authorized representatives of the Customer violate any applicable laws, government rules, or usage policies, including but not limited to, intellectual property infringement, as determined by Company in its sole discretion.

5. G. The Customer agrees that Company and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Company and Service Providers, are not liable for loss or damages that may result from any of the above actions listed in F above.

5. H. Company and its Service Providers may publish, transmit, or share data in the Customer Database with any person or entity, or to contact any entity in the Customer Database, in order to recover any payment from the Customer for any service rendered by the Company including services rendered outside the scope of this Agreement for which the Customer has been notified and requested to remit payment.

5. I. Company and its Service Providers may correct mistakes made by Company or its Service Providers in processing or executing an Order;

5. J. In case of Orders involving web services, Company and its Service Providers can choose to redirect any Order to any IP address including, without limitation, to an IP address which hosts a parking page or a commercial search engine for the purpose of monetization, if an Order has expired, or is suspended, or does not contain valid information to direct it to any destination. Customer acknowledges that Company and its Service Providers cannot and do not check to see whether such a redirection, infringes any legal rights including but not limited to intellectual property rights, privacy rights, or any other rights, of Customer or a third party, or that the content displayed due to such redirection is

6. inappropriate, or in violation of any applicable rule, regulation or law, or injurious to Customer or any third party, or their reputation and as such is not responsible for any damages caused directly or indirectly as a result of such redirection.

5. K. Company has the right to rectify any mistakes in the data in its Database with retrospective effect.

5. L. Company and its Service Providers reserve the right to prohibit the use of any of their services in connection with any Country-Code Top Level Domain Name ("ccTLD") of any Sanctioned Country.

5. M. Company and its Service Providers, in their sole discretion, expressly reserve the right to terminate access to the Customer Control Panel and/or suspend an Order without prior notice, and/or delete an Order without issuing a refund, if the associated Customer/Domain Contact is located in a Sanctioned Country or his/her details, existing or modified, match with an SDN entry. The Customer agrees that Company and its Service Providers, and their contractors, employees, directors, officers, representatives, agents and affiliates, are not liable for loss or damages that may result from any of the above.

## 6. TERM OF AGREEMENT AND RENEWAL

The term of this Agreement shall be for the period set forth in the registration form presented to you at the time you purchase the Company Product (the "Initial Term") and will automatically renew for successive renewal terms (hereinafter referred to each a "Renewal Term" and cumulatively the "Term"). The Term shall continue until the earlier to occur of the following:

6. A. The Agreement is terminated as provided for in Section 8 (TERMINATION OF AGREEMENT); or

6. B. The Customer elects not to renew any Company Product at the end of the Initial Term or any Renewal Term.

## 7. TERMS OF AGREEMENT AND RENEWAL

(1). Subject to the term of this Agreement, the initial term of the Order purchased by the Customer shall be for the period set forth in the registration form presented to the Customer at the first time purchasing the Order (the "Initial Term"). Unless the Customer cancel prior to the end of the Initial



Term, the Term shall automatically renew for successive periods (each a "Renewal Period") of equal length as the Initial Term, unless otherwise the Customer elects not to renew at the end of the Initial Term or Renewal Period by giving a written notice of 30 days prior to expiry of Initial Term or the Renewal Period, as the case may be. For the purpose of this section Term shall include Initial Term or Renewal Period as the context may arise.

6. Master Services Agreement if any would supercede the SLA & Terms and conditions on the website mentioned in 4 & 5.

7. STRAD HOSTING AND DEVELOPMENT LLP Networks Limited is not responsible or liable to make available data lost due to hardware failure or any other reason. While we'll make our best effort to help you retrieve your data (in the case of hardware failure), our responsibility is limited to providing you with an equivalent (replacement) compute node - as soon as possible. If you have signed up for a backup plan with us, we'll help you restore your data, from one of the available recovery point objectives, to the newly provisioned compute node (at your option), on a best effort delivery basis.

8. Microsoft SPLA Prices are generally fixed till December, 31 each year and subject to change without notice from January onwards.

9. STRAD HOSTING AND DEVELOPMENT LLP's ENTIRE LIABILITY TO CUSTOMER CONCERNING PERFORMANCE OR NON PERFORMANCE BY STRAD HOSTING AND DEVELOPMENT LLP OR IN ANY WAY RELATED TO SERVICES OFFERED CANNOT EXCEED THE AMOUNT RECEIVED BY STRAD HOSTING AND DEVELOPMENT LLP FROM CUSTOMER DURING THE CURRENT MONTH ONLY.

10. By acknowledging the invoice, customer agrees to indemnify STRAD HOSTING AND DEVELOPMENT LLP Networks Ltd against all claims made by any party for any mis-use of software done by the customer.

The Customer acknowledges, agrees, and authorizes the Parent to automatically bill the applicable fee and/or charge your Advance Account and/or Card Information (as defined herein below) or other payment account on file, if any, for each Renewal Period, unless the Customer terminates or cancels the Order prior to such charge as provided in this section.

(2) This Agreement shall be terminated in accordance with the Section 8 (TERMINATION OF AGREEMENT).

## 8. TERMINATION OF AGREEMENT

Strad Hosting and Development LLP reserves the right to terminate your account at any time without a refund.

Reasons for termination include, but are not limited to:

8. A. Company may terminate this Agreement and/or any Customer Product Agreement Extension:

8. A. i. With immediate effect, if Customer is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Customer seeking relief, reorganization or arrangement or compromise or settlement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of Customer's property or assets or the liquidation, dissolution or winding up of a Customer's business.

8. A. ii. By notifying the Customer in writing, as of the date specified in such notice of termination under the following circumstances:

8. A. iii. In the event that the Customer or an agent, employee, authorized or representative of the Customer materially breaches any term of this Agreement and/or any Customer Product Agreement Extension, including any of its representations, warranties, covenants and agreements hereunder,

8. A. iv. There was a material misrepresentation and/or material inaccuracy, and/or materially misleading statement in Customer's information submitted to Company.

8. A. v. With immediate effect if (a) the Customer is convicted of a felony or other serious offense related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Company reasonably deems as the substantive equivalent of any of these; (b) the Customer is disciplined by the government of its domicile for conduct involving

dishonesty or misuse of funds of others; or (c) any officer or director of the Customer is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Company deems as the substantive equivalent of any of these; or

8. A. vi. As otherwise provided for in Appendix 'A' and Appendix 'C'.

8.A.vii.As per the discretion of the company to stop providing the service to the Customer.

8. B. Customer may terminate this Agreement and/or any Customer Product Agreement Extension by notifying Company in writing, as of the date of receipt of such notice, in the event that the Customer





does not agree with any revision to the Agreement or any Customer Product Agreement Extension made as per Section 14 (RIGHT TO SUBSTITUTE UPDATED AGREEMENT AND Customer Product Agreement EXTENSIONS) within thirty (30) days of such revision.

8. C. Any Product Agreement Extension shall terminate with immediate effect in the event that:

8. C. i. Company ceases to sell the particular Company Product covered under that Product Agreement Extension

8. C. ii. Company's contract with Service Provider for a particular Company Product terminates or expires without renewal

8. D. Effect of Termination of this Agreement

8. D. i. Company shall suspend all Customer's access to all Company system, immediately upon receiving a termination notice from the Customer or upon learning of any event, which Company reasonably determines, would lead to termination of the Agreement.

8. D. ii. Upon expiration or termination of this Agreement, all Customer Product Agreement Extensions signed by the Customer shall deemed to have been terminated with immediate effect

8. D. iii. Upon expiration or termination of this Agreement, Company may complete the processing of all Orders requested to be processed, in the order that they were requested to be processed, by the Customer prior to the date of such expiration or termination[, provided that the Customer's Advance Account with Company, if any has Clear Balance sufficient to carry out these Orders]. If Company is unable to fulfill these Orders then the charges levied to the Customer for these Orders will be reversed

8. E. Effect of Termination of any Customer Product Agreement Extension

8. E. i. Company may suspend Customer's access to the applicable Company Products immediately upon receiving a termination notice from the Customer or upon learning of any event, which Company reasonably determines, would lead to termination of any Customer Product Agreement Extension

COMPANY BY THE CUSTOMER DURING THE MOST RECENT THREE (3) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

## 11. INDEMNIFICATION

11. A. The Customer, at their own expense, will indemnify, defend and hold harmless, Company and its Service Providers, and their contactors, employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Company or its Service Providers based on or arising from any claim or alleged claim, of third parties relating to or arising under this Agreement, Company Products provided hereunder or use of the Company Products, including without limitation:-

11. A. i. infringement by either the Customer, or someone else using a Company Product with the Customer's computer, of any intellectual property or other proprietary right of any person or entity;

11. A. ii. arising out of any breach by the Customer of this Agreement;

11. A. iii. relating to or arising out of any Order or use of any Order; and

11. A. iv. relating to any action of Company carried out on behalf of Customer as described in this Agreement.

11. B. Customer will not enter into any settlement or compromise of any such indemnifiable claim without Company's prior written consent, which shall not be unreasonably withheld.

11. C. Customer will pay any and all costs, damages, and expenses, including, but not limited to, actual attorneys' fees and costs awarded against or otherwise incurred by Company in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

12. Company(Strad Hosting and Development LLP) is not responsible for any Loss of Data belonging to the customer or customer's clients resulting from Hacking, Disk Failure,Hardware Failure,Overwriting of data,Data Modification,Changes done by anyone accessing the server.

13. Please note it clearly,Strad Solutions/Strad Hosting and Development LLP is not responsible for any data loss on Backup Servers for which customer has or has not subscribed for under Backup as a Service.Its strongly advisable that however important the data might be,the customer need not rely solely on Strad Solutions or its backup services or any other source for data retrieval

14. Any important data has to be backed up by customer on their own to avoid any major loss of work.

## 15. INTELLECTUAL PROPERTY

Subject to the provisions of this Agreement, each Party will continue to independently own his/her/its intellectual property, including all patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.



Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by Company to the Customer, or by any disclosure of any Proprietary Information to the Customer under this Agreement.

Customer shall further ensure that the Customer does not infringe any intellectual property rights or other rights of any person or entity, or does not publish any content that is libelous or illegal while using services under this Agreement. Customer acknowledges that Company cannot and does not check to see whether any services or the use of the services by Customer under this Agreement, infringes or violates the legal rights of others.

### 13. OWNERSHIP AND USE OF DATA

13. A. Customer agrees and acknowledges that Company owns all data, compilation, collective and similar rights, title and interests worldwide in the Customer Database, and all information and derivative works generated from the Customer Database.

13. B. Company and its Service Providers and their designees/agents have the right to backup, copy, publish, disclose, use, sell, modify, process this data in any form and manner as may be required for compliance with any agreements executed by Company or its Service Providers in order to fulfill services under this Agreement, or for any other appropriate reason.

### 14. RIGHT TO MODIFY THE AGREEMENT

Company reserves the right to revise the terms and conditions of this Agreement and change the Company Products at any time at Company's sole discretion. Unless otherwise provided, any such modification will be binding and effective immediately on posting of the revision in the Customer Control Panel or on the Strad Hosting and Development LLP India Website. The Customer agrees to review the Customer Control Panel and Strad Hosting and Development LLP India Website including the agreements, periodically, to be aware of any such revisions. If the Customer does not agree with any revision, the Customer may terminate this Agreement according to Section 8(3) of this Agreement. The Customer agrees that, continuing use of the services under this Agreement following notice of any revision, will constitute as an acceptance of any such revisions or changes

### 15. TAXES



The Customer shall be responsible for sales tax, consumption tax, transfer duty, custom duty, octroi duty, excise duty, income tax, and all other taxes and duties, whether international, national, state or local, however designated, which are levied or imposed or may be levied or imposed, with respect to this Agreement and the Company Products.

## 16. FORCE MAJEURE

Neither Party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, riot, war or military operations, national or local emergency, acts or directives or omissions of government or other competent authority, compliance with any statutory obligation or executive order, strike, lock-out, work stoppage, industrial disputes of any kind (whether or not involving either Party's employees), any Act of God, fire, lightning, explosion, flood, earthquake, eruption of volcano, storm, subsidence, weather of exceptional severity, equipment or facilities breakages / shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither Party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either Party's performance of this Agreement, such Party shall be excused from performance of its obligations (other than payment obligations) during the first three months of such interference, provided that such Party uses best efforts to avoid or remove such causes of non-performance as soon as possible.

## 17. ASSIGNMENT / SUBCONTRACTORS

The Customer shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third party without the prior written consent of the Company. Company may assign its rights and obligations under this Agreement, and may engage service providers, subcontractors or agents in performing its duties and exercising its rights hereunder without the Customer's consent. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, permitted successors and assigns of the Parties.

## 18. CUSTOMER - CUSTOMER TRANSFER

18. A. Company may transfer the Order of the Customer to another Person, Organization or any other Legal entity under the following circumstances:

18. A. i. Authorization from the Customer and/or their Agent or Authorized Representative in a manner prescribed by Company from time to time;

18. A. ii. On receiving orders from a competent Court, Law Enforcement Agency, or recognized Regulatory body;

18. B. In the above circumstances the Customer shall extend full cooperation to Company in transferring the Order from the Customer.

#### 19. DISCLAIMER

19. A. THE COMPANY SYSTEM ARE PROVIDED ON AN "AS IS" AND "WHERE IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND.

19. B. COMPANY AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND / OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS AND QUALITY/AVAILABILITY OF TECHNICAL SUPPORT.

19. C. COMPANY AND SERVICE PROVIDERS ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY IN CONNECTION WITH YOUR ACCESS TO, USE OF, COMPANY SYSTEM OR BY ACCESSING COMPANY SERVERS. WITHOUT LIMITING THE FOREGOING, COMPANY AND SERVICE PROVIDERS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT (A) ANY INFORMATION/DATA/DOWNLOAD AVAILABLE ON OR THROUGH COMPANY SYSTEM OR COMPANY SERVERS WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR ANYTHING ELSE MANIFESTING DESTRUCTIVE PROPERTIES; OR (B) THE INFORMATION AVAILABLE ON OR THROUGH THE COMPANY SYSTEM/COMPANY SERVERS WILL NOT CONTAIN ADULT-ORIENTED MATERIAL OR MATERIAL WHICH SOME INDIVIDUALS MAY DEEM OBJECTIONABLE; OR (C) THE FUNCTIONS OR SERVICES PERFORMED BY COMPANY AND SERVICE PROVIDERS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE COMPANY SYSTEM WILL BE CORRECTED; OR (D) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR (E) THE SERVICES PROVIDED UNDER THIS AGREEMENT OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA.

19. D. COMPANY AND SERVICE PROVIDERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OF THE INFORMATION AVAILABLE OR WITH RESPECT TO ITS LEGITIMACY, LEGALITY, VALIDITY, QUALITY, STABILITY, COMPLETENESS, ACCURACY OR RELIABILITY. COMPANY AND SERVICE PROVIDERS DO NOT ENDORSE, VERIFY OR OTHERWISE CERTIFY THE CONTENT OF ANY SUCH INFORMATION. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS, AS TO IMPLIED WARRANTIES, MAY NOT APPLY TO YOU.

19. E. FURTHERMORE, COMPANY NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE COMPANY SYSTEM, COMPANY SYSTEM SERVERS, STRAD HOSTING AND DEVELOPMENT LLP INDIA WEBSITE AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

19. JURISDICTION & ATTORNEY'S FEES :

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Country, State and City where Company is incorporated, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in a court in the city, state, country where Company is incorporated.

21. MISCELLANEOUS

21. A. Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.

21. B. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

21. C. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.

21. D. This Agreement shall inure to the benefit of and be binding upon Company and the Customer as well as all respective successors and permitted assigns.

21. E. Survival: In the event of termination of this Agreement for any reason, Sections 1, 4, 5, 7(D), 7(E), 7(F), 7(G), 8, 9, 10, 11, 12, 14, 17, 18, 19, 20(C), 20(E), 20(G), 21(A)(ii) and all Sections of Appendix A, and all Sections of Appendix B, and all Sections of Appendix C, and any Sections covered separately under a Survival clause in any Customer Product Agreement Extension, and any Sections that by their very nature should survive shall survive.

21. F. This Agreement does not provide and shall not be construed to provide third parties (i.e. non-parties to this Agreement), with any remedy, claim, and cause of action or privilege against Company.

21. G. The Customer, Company, and its Service Providers are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, and sales representative or employment relationship between the parties.

F. Entire Agreement; Severability: This Agreement, which includes Appendix A, [Appendix B,] Appendix C and each executed Customer Product Agreement Extension constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such



provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

21. G. The division of this Agreement into Sections, Subsections, Appendices, Extensions and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used in the construction or interpretation of this Agreement.

21. H. Language. All notices, designations, and specifications made under this Agreement shall be made in the English AND/OR Simplified Chinese Language only.

21. I. Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in the city of the Registered office of the Company.

## 22. BREACH

22. A. In the event that Company suspects breach of any of the terms and conditions of this Agreement:

22. A. i. Company can immediately, without any notification and without assigning any reasons, suspend / terminate the Customers' access to all Company Products and Services and the Company system.

22. A. ii. The Customer will be immediately liable for any damages caused by any breach of any of the terms and conditions of this Agreement.

## 23. NOTICE

23. A. Any notice or other communication required or permitted to be delivered to Company under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, when sent to Company's contact address specified in the Customer Control Panel or on the Strad Hosting and Development LLP India Website by registered mail or courier. Any communication shall be deemed to have been validly and effectively given, on the date of receiving such communication, if such date is a Business Day and such delivery was made prior to 17:30 hours local time, and otherwise on the next Business Day.

23. B. Any notice or other communication to be delivered to Company via email under this agreement shall be deemed to have been properly delivered if sent to its Legal Contact mentioned in the Customer Control Panel or on the Strad Hosting and Development LLP India Website.

23. C. Any notice or other communication required or permitted to be delivered to the Customer under this Agreement shall be deemed properly delivered, given and received when delivered to email address or contact address of the Customer in the Company system Database.

23. D. Other than those notices mentioned in this agreement, Company is NOT required to communicate with the Customer in any respect about services provided under this agreement. As a convenience to the Customer, Company may proactively send notices about aspects with regards to services rendered under this Agreement, however these notices may be discontinued by Company at any time.

## 24. PROMISES WE DO NOT MAKE :

24.A We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information and property.





24.B. We disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose. You are solely responsible for the suitability of the services chosen. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an 'AS IS' basis.

24.C We do not have knowledge of the data you store within your Hosted System, including the quantity, value or use of the data. You are therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including loss of your data, including any PII (as defined in the applicable Product Terms and Conditions) or "cardholder data" as that term is defined in the Payment Card Industry-Data Security Standard. The Services that Strad Hosting and Development LLP/ Strad Hosting and Development LLP has agreed to provide to assist you to mitigate such loss (if required) are set out in the Services Description, which may include backup services and geographically redundant servers. Strad Hosting and Development LLP/ Strad Hosting and Development LLP does not promise to back up your data unless you have purchased backup services. Even If you purchase backup services, it doesn't put the liability on the Company or its service providers for the loss/modification/corruption of your data.

Strad Hosting and Development LLP/ Strad Hosting and Development LLP does not promise to retain any data backup(s) for longer than the agreed data retention period as set out in the Services Description. In all events, you release Strad Hosting and Development LLP/ Strad Hosting and Development LLP from liability for loss of data to the extent that the data has changed since the time that we were last required by the Agreement to perform a backup.

24.D We will provide Support only to your administrative or technical contacts listed on your account. We will not provide support directly to your end users unless specifically agreed in writing.

24.E Certain Strad Hosting and Development LLP/ Strad Hosting and Development LLP Services are designed to help you comply with various regulatory requirements that may be applicable to you. However, you are responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.

24.F. UNAUTHORISED ACCESS TO YOUR DATA OR USE OF THE SERVICES



Strad Hosting and Development LLP/ Strad Hosting and Development LLP is not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services. You are responsible for the use of the Services by any employee of yours, any person you authorise to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

#### 24.G. Failure to provide Service

Customer should be aware that any service PROVIDED BY STRAD HOSTING AND DEVELOPMENT LLP OR STRAD SOLUTIONS IS also Susceptible to some flaws and failures .Even though all the appropriate measures are taken by the company to avoid any failure ,customer should be careful in taking proper steps to avoid any inconvenience to its own organization or customers and disclaim The Company(Strad Solutions or Strad Hosting and Development LLP) from any liabilities resulting from such failures.

Every product purchase from the Company are bound by these conditions.

#### APPENDIX 'A'

##### ACCEPTABLE USAGE POLICIES

This Appendix A covers the terms of access to the Company system. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

#### 1. ACCESS TO Company system

(1) Company may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend Customers' access to the Company system in the event of significant degradation of the Company system, or at any time Company may deem necessary.

(2) Company may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the Company system from time to time.



(3) Access to the Company system is controlled by authentication information provided by Company. Company is not responsible for any action in the Company system that takes place using this authentication information whether authorized or not.

(4) Company is not responsible for any action in the Company system by a Customer  
2. Terms of USAGE OF Company system

(1) Customer, or its contractors, employees, directors, officers, representatives, agents and affiliates and Customers, either directly or indirectly, shall not use or permit use of the Company system or an Order, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or in a manner injurious to Company, Service Providers or their Resellers, Customers and Customers, or their reputation, including but not limited to the following activities -

(1) Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.)

(2) Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic)

(3) Sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider

(4) Offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spamware")

(5) Advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software



(6) Harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Company

(7) Impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere

(8) Pointing to or otherwise directing traffic to, directly or indirectly, any material that, in the sole opinion of Company, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Company, to be threatening or obscene or inappropriate

(9) Engaging in or solicit illegal activities, or to conduct any other activity that infringes the rights of Company, Service Providers or any other third party

(11) Transmitting Unsolicited Commercial e-mail (UCE)

(12) Transmitting bulk e-mail

(13) Being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist

(14) Posting bulk Usenet/newsgroup articles

(15) Denial of Service attacks of any kind



(16) Excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Company in its sole discretion

(17) Copyright or trademark infringement

(18) Unlawful or illegal activities of any kind

(19) Promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse)

(20) Causing loss or creating service degradation for other users whether intentional or inadvertent.

(21) Distributing chain letters

(22) Sending large or multiple files or messages to a single recipient with malicious intent

(23) Cross-posting articles to an excessive number of, or inappropriate, newsgroups, forums, mailing lists or websites

(24) Phishing (identity theft), pharming, distribution of virus or malware, child pornography, Fast Flux techniques, running Botnet command and control, network attacks, money laundering schemes (Ponzi, Pyramid, Money Mule, etc.), illegal pharmaceutical distribution

(25) Referencing an Company system provided service or an Order within a spam email



(26) Hosting, transmitting, providing, publishing, or storing illegal content, including but not limited to the following material, information, messages, data or images:

(1) libelous or defamatory content

(2) content that violates any privacy right

(3) content which threatens physical harm or property damage

(4) content which is obscene, pornographic, salacious, explicitly erotic or offensive

(5) content that violates applicable intellectual property laws or regulations, including but not limited to, the transmission of copyrighted material or trade secrets and the infringement of patents and trademarks

(6) content which violates any export, re-export or import laws and regulations of any applicable jurisdiction

(7) hacker programs or archives, "warez", passwords or "cracks"

(8) internet relay chat servers ("IRCs") IRC bots

(9) any content which Company in its sole discretion determines as illegal, unlawful, or otherwise inappropriate

(2) Company in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.

(3) Data in the Company system Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Company:-

1. To perform services contemplated under this agreement; and
2. To communicate with Company on any matter pertaining to Company or its services

#### APPENDIX 'C'

#### PAYMENT TERMS AND CONDITIONS

##### 1. ADVANCE ACCOUNT

(1) Prior to purchasing any Company Products, the Customer shall maintain an Advance Account with Company.

(2) As and when, the Customer purchases Company Products, the Customer's Advance Account balance shall be reduced as per the then current pricing of that Company Product as mentioned in the Customer Control Panel or on the Strad Hosting and Development LLP India Website or during the ordering process.

(3) Company shall maintain a record of Customer's Advance Account balance, which shall be accessible by the Customer. If the Customer's Advance Account balance is insufficient for processing any Order then that Order may not be processed.

(4) The Advance Account will maintain the Customer Credit in both the Accounting Currency and Selling Currency of the Company's choice. Company has the right to modify the currency at anytime.



(5) Any negative balance in the Customer's Advance Account will be immediately payable. If a Customer does not remedy a negative balance in their account within 24 hours, Company has the right to terminate this agreement with immediate effect and without any notice. Upon such termination or otherwise Company shall continue to have the right to initiate any legal proceedings against the Customer to recover any negative balance in the Customer's Advance Account.

(6) Company shall have the right to set-off any payment received from the Customer, or Sub-Customer, or Lower Tier Sub-Customer, or Customer against any negative balance in the Customer's Advance Account.

(4) Company in its ABSOLUTE and UNFETTERED SOLE DISCRETION may Transfer all Orders placed by the Customer to any other Customer, or under Company's account.

(5) Company in its ABSOLUTE and UNFETTERED SOLE DISCRETION may levy reasonable additional charges for the processing of the Charge-back / Payment Reversal in addition to actual costs of the same.

(6) Any negative balance in the Customers Advance Account shall become immediately payable

(7) Company shall have the right to initiate any legal proceedings against the Customer to recover any such liabilities.

### 3. PRICING TERMS

(1) All pricing in this Agreement as well as every Customer Product Agreement Extension refers to the price at which the Customer may Purchase the corresponding Company Product. This is excluding taxes, surcharges or any other costs.

(2) Company may at any time change the price of any Company Product with reasonable notification to the Customer.





#### 4. REFUNDS AND REIMBURSEMENT TERMS

(1) All Clear Balance pending in the Advance Account maybe reimbursed fully to the Customer, on request of the Customer. Such Request must be sent to Company in the manner prescribed by Company.

(2) All bank charges applicable and a reasonable processing fee will be deducted from this amount. All Refunds and Reimbursements will take up to 14 Business Days from the date of receipt of the request, to process.

(3) Company will not be responsible for any differences in the reimbursement amount due to Fluctuation in International Currency rates. Company will determine in its sole discretion appropriate conversion rates for currency exchange

(4) Company will not refund any amount that has already been debited to the Customers Advance Account under any circumstances.

(5) All refunds will be made through the same mode as the Customer's mode of payment.

(6) Any charges on service not provided upto the level of acceptability by the company will be refunded back to the customer. However ,the discretion lies with the company to make such refunds