

## 1. OVERVIEW

This Terms of Service Agreement (this "Agreement") is entered into by and between "Webdukes Technologies Pvt Ltd" and "You", is made effective as of the date of electronic acceptance.

This Agreement sets forth the general terms and conditions of your use of Webdukes services ("Services") purchased or accessed through the Webdukes website (this "Site"), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular services you purchase or access through Webdukes.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies and agreements, which are incorporated herein by reference:

### **Privacy Policy**

#### Acceptable Use Policy

The terms "we", "us" or "our" shall refer to Webdukes. The terms "you", "your", "User" "Subscriber" or "customer" shall refer to any individual or entity who accepts this agreement. Other terms should be interpreted as per the definitions under the Information Technology Act, 2000 and otherwise as per the general dictionary meaning. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.

Webdukes, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. You acknowledge and agree that (i) Webdukes may notify you of such changes or modifications by posting them to this site and (ii) your use of this site or the services found at this site after such changes or modifications have been made shall constitute your acceptance of this agreement. If you do not agree to be bound by this agreement as revised, do not use (or continue to use) this site or the services found at this site.

## **2. ELIGIBILITY AUTHORITY**

This site and the services found at this site are available only to users who can form legally binding contracts under applicable law. By using this Site or the Services found at this site, you represent and warrant that you are (i) at least 18 years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

If you are entering into this agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this agreement, in which case the terms “you”, “your”, “User” or “customer” shall refer to such corporate entity. If, after your electronic acceptance of this agreement, Webdukes finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this agreement, including, but not limited to, the payment obligations. Webdukes shall not be liable for any loss or damage resulting from Webdukes’s reliance on any instruction, notice, document or communication reasonably believed by Webdukes to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Webdukes reserves the right (but undertakes no duty) to require additional authentication from you.

(a) gTLD domain names registered through Webdukes will be sponsored by Wild West Domains, LLC.

## **3. ACCOUNTS**

In order to access some of the features of this site or use some of the services found at this site, you will have to create an account. You represent and warrant to Webdukes that all information you submit when you create your Account is accurate, current and complete, and that you will keep your account information accurate, current and complete. If Webdukes has reason to believe that your account information is untrue, inaccurate, out-of-date or incomplete, Webdukes reserves the right, in its sole and absolute discretion, to suspend or terminate your account. You are solely responsible for the activity that occurs on your account, whether authorized by you or not, and you must keep your account information

secure, including without limitation your customer number/login, password and payment method(s). For security purposes, Webdukes recommends that you change your password at least once every six (6) months for each account you have with Webdukes. You must notify Webdukes immediately of any breach of security or unauthorized use of your Account. Webdukes will not be liable for any loss you may incur due to any unauthorized use of your account. You, however, may be liable for any loss that may be incurred by Webdukes or any third party caused by any such unauthorized use of your account, whether caused by you or your authorized person.

3.1 The Registered Name Holder shall provide accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation

3.2 A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information provided within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Webdukes concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder contract and be a basis for suspension and/or cancellation of the Registered Name registration.

3.3 Any registered name holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A registered name holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

3.4 The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

3.5 For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to

the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

3.6 The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

3.7 The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.

#### 4. RULES OF CONDUCT

You agree not to host, display, upload, modify, publish, transmit, update or share any information that —

i) belongs to another person and to which the user does not have any right to, unless you have written consent from the owner of the copyrighted material;

ii) is grossly harmful, harassing, blasphemous defamatory, obscene, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

iii) harm minors in any way;

iv) infringes any patent, trademark, copyright or other proprietary rights;

v) violates any law for the time being in force;

vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

vii) impersonate another person;

viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

ix) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offense or prevents investigation of any offense or is insulting any other nation. .

Further, you acknowledge and agree that:

– Your use of this site and the services found at this site, including any content you submit, will comply with this agreement and all applicable local, state, national and international laws, rules and regulations.

– You will not collect or harvest (or permit anyone else to collect or harvest) any user content (as defined below) or any non-public or personally identifiable information about another user or any other person or entity without their express prior written consent.

– You will not use this site or the services found at this site in a manner (as determined by Webdukes in its sole and absolute discretion) that:

Is illegal, or promotes or encourages illegal activity;

Promotes, encourages or engages in child pornography or the exploitation of children;

Promotes, encourages or engages in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;

Promotes, encourages or engages in any spam or other unsolicited bulk emails, or computer or network hacking or cracking;

Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;

Interferes with the operation of this Site or the Services found at this Site;

Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Webdukes or Webdukes's Services.

– You agree to back-up all of your User Content so that you can access and use it when needed. Webdukes does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

– You will not use this Site or the Services found at this Site, including any of Webdukes's related technologies, for any commercial use without Webdukes's express prior written consent.

Webdukes reserves the right to modify, change, or discontinue any aspect of this Site or the Services found at this Site, including without limitation prices and fees for the same, at any time.

x) Verbal, physical, written, or other abuse (including threats of abuse or retribution) of any of our employees or support staff or its Authorised Users will result in immediate Account termination.

No refund will be processed if you violate any of the above "Rule of Conduct".

## 5. MONITORING OF CONTENT AND ACCOUNT TERMINATION POLICY

Webdukes generally does not pre-screen User Content (whether posted to a website hosted by Webdukes or posted to this Site). However, Webdukes reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. Webdukes may remove any item of User Content (whether posted to a website hosted by Webdukes or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by Webdukes in its sole and absolute discretion), at any time and without prior notice. Webdukes may also terminate a User's access to this Site or the Services found at this Site if Webdukes has reason to believe the User is a repeat offender. If Webdukes terminates your access to this Site or the Services found at this Site, Webdukes may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

## 6. ADDITIONAL RESERVATION OF RIGHTS

Webdukes expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by Webdukes in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Webdukes in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to assist with fraud and abuse detection and prevention efforts, (iv) to comply with applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of Webdukes, its officers, directors, employees, and agents, as well as Webdukes's affiliates.

Webdukes expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

Webdukes reserves the right to terminate or suspend accounts of its customers/ resellers due to non payment of any pending invoices in their name.

## 7. NO SPAM POLICY

Sending unsolicited bulk and/or commercial messages over the Internet (known as “spamming”). It is not only harmful because of its negative impact on consumer attitudes toward Webdukes, but also because it can overload Webdukes’s network and disrupt service to Webdukes’s subscribers. Also, maintaining an open SMTP relay is prohibited. In such cases, Refund will not be provided.

## 8. SERVICE LEVEL AGREEMENT

Webdukes is committed to providing a standard of excellence commensurate with the best practices in the industry of our Services. During the Term of the applicable Master’s Agreement, the Services will be operational and available to you as a customer for a guaranteed time in any calendar year.

Webdukes aims to achieve 99% Service Availability of its Services for all customers. In case of failure of Webdukes to meet the guaranteed level of service, you will be eligible to receive the Service Credits as described below, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Terms Availability



But Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

Circumstances beyond Webdukes' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);

Attacks by viruses or hackers, including Distributed Denial of Service (DDoS) attacks against Webdukes' network;

Scheduled maintenance and system upgrades, or emergency maintenance;

Any DNS or Domain Name Registry issues outside the direct control of Webdukes including DNS and Registry propagation issues and expiration;

Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g. ASP, CGI, HTML, Perl, etc.), any negligence, wilful misconduct, or use of the Customer's account in breach of Webdukes Terms and Conditions and Acceptable Use Policy;

Issues with 3rd party e-mail systems, including refusal or rejection of e-mail by 3rd party mail systems;

Delays in e-mail delivery;

False SLA breaches reported as a result of outages or errors of any Webdukes measurement system;

Outages elsewhere on the Internet that hinder access to your account. Webdukes is not responsible for browser, DNS, or other caching that may make your website or e-mail appear inaccessible when others can still access it.

In order to receive a credit, customers must make a request by contacting CRM team using <https://www.Webdukes/escalation/>. Each request in connection with this SLA must include the following customer name, username, domain and date/time.

Credit request must be received by Webdukes within 30 working days at the time of unavailability of the relevant Service. If the unavailability is confirmed by Webdukes, credits will be applied within 30 days of Webdukes receipt of Customer's credit request.

Notwithstanding anything to the contrary herein, the total amount credited to Customer in a particular month under this SLA shall not exceed the total fee paid by Customer for such month for the affected Service(s). Lastly, Credits are not refundable and can be used only towards future billing charges.

## 9. Retention & Backup Policy & Data Loss

Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. Webdukes performs backups of shared servers; however, these backups are for Webdukes's administrative purposes only, and are in NO WAY GUARANTEED! Customers are responsible for maintaining their own backups on their own personal computers or other third party backup service providers. Webdukes does not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly (even if the malfunction was due to negligence on Webdukes's part). We will do our best to ensure complete and accurate backups, but assume no responsibility for this duty. Always backup your site contents to your personal computer or third party server! We make no guarantees about the availability of backups. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Webdukes servers.

The system logs of the servers would be retained as a backup in our server for at least 1 (one) months from the date of its creation. And otherwise also, we may retain such information in our systems but for a limited period, which may help not only in complying with the laws of the land but also to make sure that we maintain enough backup of user accounts, which may either be required to be restored to the server in unforeseen circumstances or to make available the information to the enforcement agencies, in case of any specific requests received in accordance with the law of the land.

But in case of exceptional circumstances, it cannot be assured that we will always have at all times backup available with us. Further, you as a Webdukes user agree that in no case, Webdukes can be held responsible for the loss of data in any circumstances.

## 10. TRADEMARK AND/OR COPYRIGHT CLAIMS

Webdukes supports the protection of intellectual property. Further:

a) Customer shall further ensure that by availing of any website services, he is not infringing upon any intellectual property rights or other rights of any person or entity, or does not publish any content that is illegal while using services under this Agreement.

b) Customer acknowledges that Webdukes cannot and does not check to see whether any services or the use of the services by the Reseller under this Agreement, infringes legal rights of others.

c) Unless you have been specifically permitted to do so or have a separate agreement with us, you agree that you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

d) In case of any notice received under DMCA or otherwise for Intellectual Property violation. Webdukes reserves the right to remove the content with or without issuing any notice to the Customer, depending upon the seriousness of the matter.

If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please contact us at the address mentioned in Electronic Communications / Notices of this agreement.

## 11. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by Webdukes. Webdukes assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Webdukes does not censor or edit

the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Webdukes from any and all liability arising from your use of any third-party website. Accordingly, Webdukes encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

## 12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". Webdukes, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Webdukes, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES

ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND Webdukes ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY Webdukes, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES) WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

### 13. LIMITATION OF LIABILITY

IN NO EVENT SHALL Webdukes, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM

(I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE,

(II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,

(III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,

(IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER,

(V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER,

(VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN,

(VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,

(VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,

(IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR

(X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT Webdukes IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, You SPECIFICALLY ACKNOWLEDGE AND agree that any cause of action arising out of or related to this Site or the Services found at this Site must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

IN ADDITION, You SPECIFICALLY ACKNOWLEDGE AND agree that in no event shall Webdukes's total aggregate liability exceed the total amount paid by you for the particular Services that ARE the subject of the cause of action.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

#### 14. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Webdukes and its officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities

and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Webdukes directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

All Webdukes accounts may have licenses provided by an independent Third Party Services Vendor ("TPSV"). Webdukes is not responsible for the actions or inaction of the TPSV or the unavailability or malfunction of their network or services.

#### 15. FORCE MAJEURE

Either party to this agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

#### 16. FEES AND PAYMENTS

Subscriber agrees to pay all applicable fees for Services in effect at the time of sign-up registration and/or renewal, subject to these Terms. Subscriber agrees to update and keep current all of Subscriber's

billing information, email and all other contact information. It is the Subscriber's responsibility to verify that the information submitted is accurate to ensure proper billing and continuity of services.

**Automatic Renewal of Account:** As a courtesy and not as an obligation (contractual or otherwise), fifteen (15) days prior to the expiration of Subscriber's Account or Domain(s) Webdukes will automatically renew Subscriber's Account, for the same duration initially selected, at the then current, non-promotional rate, by charging the applicable fee to Subscriber's current method of payment on file. The domain registration voucher is only applicable as long as the Subscriber maintains a qualifying plan.

**Automatic Renewal of Domain(s) :** As a courtesy and not as an obligation (contractual or otherwise), fifteen (15) days prior to the expiration of Subscriber's domain, if registered with Webdukes (or one of its Affiliates), or if transferred to and registered with Webdukes (or one of its Affiliates), Webdukes will automatically renew Subscriber's domain, by charging the applicable fee to Subscriber's current method of payment on file. Subscriber acknowledges and confirms that the obligation to renew his/her/its Domain(s) is solely and exclusively the responsibility of the Subscriber, and is not the obligation (contractual or otherwise) of Webdukes. Subscriber hereby releases Webdukes from any and all liability for failure for any reason to renew said Account or said Domain(s). Subscriber acknowledges that there may be many reasons why Webdukes is unable to renew said Account or Domain, including but not limited to inability of Webdukes, for any reason, to bill said renewal to Subscriber's method of payment on file, to contact or otherwise get a response from Subscriber at the email address on file, or otherwise. Subscriber acknowledges that said Account and/or Domain, if not renewed, for whatever reason, will expire on the Account or Domain Expiration Date, as applicable. In the event that a Domain expires, Webdukes will hold the expired Domain for up to 3 days as a courtesy and not as an obligation (contractual or otherwise). 3 days after expiration, the Domain will be placed in Redemption. During the Redemption period, the Domain will be inaccessible and unable to be registered elsewhere. In order to bring a Domain out of Redemption, Subscriber must pay a Redemption Fee, as well as a Renewal Fee for the current year. Domain registration vouchers cannot be applied toward the cost of Redemption.

**Cancellation of Automatic Renewal of Account or Domain:**Subscriber agrees to notify Webdukes of Subscriber's intent to cancel automatic renewal at least sixteen (16) business days prior to the account or domain expiration date, by directing Automatic Account Renewal Cancellation Notification and/or Automatic Domain Renewal Cancellation Notification to Webdukes, as applicable, by sending same via email or phone. This request must include verification of ownership of the account and/or domain(s), as determined by Webdukes.



**Nonrefundable Fees:** Fees paid by Subscriber in connection with the purchase of SSL certificates, domain privacy, and domain names are nonrefundable.

**Cancellations After 30 Days:** Subscriber may cancel his/her/its Services at any time, before or after automatic account renewal. There will not be any refund given for the amount already paid.

**Notice of Cancellation:** Subscriber agrees to direct all cancellation requests to Webdukes via email. The cancellation request must include verification of ownership of the account and/or domain(s), as determined by Webdukes. Subscriber must also confirm to Webdukes that all emails, files, and databases are preserved and backed up somewhere other than Webdukes server space.

**30 Days Money back policy:** We provide 30 days money back guarantee for our service. The following methods of payments are non-refundable, and refunds will be posted as a credit to the account:

" Bank Wire Transfers

" Western Union Payments

" Checks

" Money orders

There are no refunds on domain registration, domain related other services, administrative fees and installation fees.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

We will refund your money ONLY if you have any technical issue with our services.

No refund will be made if your Service(s) are suspended or terminated.

Your refund request has to be justified with valid technical issue faced due to services

If you request for a refund after 30 days, Your refund request cannot be processed.

No Refund is applicable on the monthly plans purchased.

We do not refund when customers host illegal contents such as a copyrighted mp3 file or video files. We do not allow hosting illegal contents such as mp3 or video or audio files without proper copyrights.

No refund will be made if your Service(s) is suspended (due to Email Marketing/Email Abuse/Misuse of our service/Inappropriate/Illegal/Immoral/Account Over-use) or terminated.

Change in GSTIN No. :

In case the customer wishes to correct or change his GSTIN number submitted for the paid invoice, he can do so within 7 days from the date of payment. The new GSTIN number can be submitted via the Client Portal Area.

#### 17. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

## 18. COMPLIANCE WITH LOCAL LAWS

Webdukes makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules, and regulations.

## 19. GOVERNING LAW;

Customer agrees to use the service in compliance with applicable law and this Agreement and the annexed documents, in particular, Acceptable Use Policy (the "AUP"), which is hereby incorporated by reference in this Agreement. Further:

a) The Terms of Agreement and the relationship between you and us shall be governed by the laws of India. The Courts of law at Bangalore, India shall have exclusive jurisdiction over any disputes arising under this agreement or other related issue arising out of the use of this site or related services. Our failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

b) If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the Agreement remain in full force and effect.

c) Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

d) Customers/Visitors who choose to visit these websites from other jurisdictions do so on their own initiative. Those visitors are solely responsible for compliance with all laws, rules, and regulations, union, state, and local or foreign, applicable to the use of this website and information, content, material and services contained herein.

## 20. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

## 21. DOMAIN RENEWAL

Domain renewal notices are provided as a courtesy reminder and Webdukes is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal. It is a responsibility of the client to verify the domain renewal is successful or not, rarely under unfortunate circumstances, domain renewal may not happen due to software error or network error or any other unknown technical reasons. If there is any issue in domain renewal, a client should get back to Webdukes within 7 working days. The client should update the support team by raising ticket to support team & [email protected] to rectify the problem.

Webdukes accepts no liability for the loss of registration of any Domain that has failed to be renewed due to an invalid email address provided to us, late payments received or technical faults which are beyond our control.

## 22. DOMAIN REGISTRATION

It is a responsibility of the client to verify the domain registration is successful or not, rarely under unfortunate circumstances, domain registration may not happen due to software error or network error or any other unknown technical reasons. If there is any issue in domain registration, client should get back to Webdukes within 7 working days. The client should update the support team by raising ticket to support team & [email protected] to rectify the problem.

Webdukes accepts no liability for the loss of any domain that has failed to register due to an invalid/insufficient information provided to us, late payments received or technical faults which are beyond our control.

## 23. GRIEVANCE OFFICER

Webdukes shall address any grievances of users, whether registered or not, with respect to the website content or any other aspects connected therewith, in a time bound manner. For this purpose, Webdukes has designated the following person as Grievance Officer in terms of Information Technology Act 2000:

Customer Relation Offer

Webdukes Technologies Pvt. Ltd.

Email: support@webdukes.com

The appointed officer shall acknowledge the complainant electronically and resolve the matter within the time specified in terms of the Information Technology Law.

## 24. Electronic Communications / Notices

a) Any notice or other communication required or permitted to be delivered to Webdukes under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, when sent to our contact address specified in the Customer Control Panel or on the Parent 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 18:00 hours local time, and otherwise on the next Business Day.

b) When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. And, by special permissions, you may opt for electronic communication in communicating with us by raising ticket to support team and [email protected]

c) All official / legal communications and correspondences with Webdukes Technologies Pvt. Ltd. has to be done in the English language only. Any correspondence received in any other language other than English will not be permissible and no legal action can be taken against Webdukes Technologies Pvt. Ltd. in such scenarios.

Third Party Legal Actions: It is our policy to respond with reasonable promptness to subpoenas and other legal processes served on Webdukes that seek information, documents or other business records. Third parties wishing to serve such process may do so in writing to the following address:

Webdukes Technologies Pvt. Ltd.

C-68/1, Jaitpur Extn part -1, Badarpur, New Delhi – 110044, India

Otherwise also, if you have any questions about this Agreement, please contact us at the above address.

## 25. Your Responsibilities

It is your responsibilities to comply with applicable law and obligations for the services used. In addition, You are responsible for the security of your website/content/images/files/anything stored on the server under your account and also for maintaining backup of your content and immediately removing malware/virus/malicious files.

The User is primarily responsible for the security of their account and its content, as well as maintaining a backup of their content and removing any malware or hacking components from their account. The user must comply with the applicable law and have certain responsibilities with respect to their use of the services. The user is liable for securing their Username and Password. Webdukes is not responsible for any issues/problems that occur due to malware/hacking even under the managed support.

## 26. PRICE CHANGE

We reserve the right to change prices and the right to increase / decrease the amount of resources given to plans at any time with or without notice.

All Webdukes accounts may have licenses provided by an independent Third Party Services Vendor ("TPSV"). Customer also agrees that Webdukes is not responsible for any price change done by the TPSV and acknowledges that any such price change may be applicable to the customer too at any time during the active service period. Webdukes is not a party to, and shall not be involved in or responsible for, transactions, agreements, and/or disputes between Customer and the TPSV ("TPSV Dispute"). In the event of a the TPSV Dispute, Customer hereby releases Webdukes (and its officers, directors, agents, and

employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any connected with such disputes.

#### 27. Administrative access

Webdukes reserves the right to reset the password on a server/website if the password on file is not current so that we may do security audits or corrections as required by our data center/other authorities. It is the responsibility of the client to ensure that there is a valid email address and current root password on file for their server on file to prevent downtime from forced password resets. Webdukes reserves the right to audit servers as needed and to perform administrative actions as needed. In some critical conditions, Webdukes will access/modify/do the necessary action in your website/server without your permission.

#### 28. Client's Responsibility for Legal Expenses incurred by Webdukes :

In the event of legal proceedings initiated against Webdukes on account of hosting client's website/email/files/servers, the client agrees to pay/ reimburse Webdukes Technologies Pvt. Ltd.( Webdukes ) all such amounts including and yet not limited to lawyer fees, transportation fees, court fees, cost of business loss, inconvenience fee etc. pertaining to the legal proceedings involving the Client's account with Webdukes.

#### 29. VPN (Virtual Private Network) is strictly prohibited

In the wake of increased regulations against the use of VPNs ( Virtual Private Networks), use of our servers/services for VPN (Virtual Private Network) is strictly prohibited. Webdukes reserves the right to take necessary action in the form of suspension or termination of accounts/ servers without REFUND, if we find customer's using the plans purchased for creating VPNs.



### 30. Cloud/Backup Storage

It is the customer's primary responsibility to take backup of cloud or backup storage products offered by Webdukes. We offer cloud/backup storage products without any backup guarantee and it does not support recovery of data in case of unforeseen events/issues either. Backup services are offered at an additional cost if opted by the customer. In absence of this add-on in the customer's purchase plan the backup storage will not be available.

### 31. Marketing/Reference

The customer grants Webdukes a limited licence to use any customer Trade name and Trademark for the limited purpose of referring the customer's name in Webdukes's marketing material and on Webdukes's website and also use a case studies conducted on behalf or for the customer.

### 32. OTHERS

a) Your account & data will not be available on failure to renew the service on time. The system will automatically delete your data if you fail to renew on time.

b) Domain registration is subject to availability of domain name at the time of registration.

c) Webdukes cannot be held responsible for any failure of a domain or website transfer from other service providers. When transferring a domain from other service providers under some situation it may not be technically possible to transfer it successfully due to wrong EPP code or blocking the domain by other service provider or any other reasons, user understands that it is their responsibility to ensure that the domain is renewed with other service provider or transferred to Webdukes successfully.

d) Webdukes provides dedicated servers based on virtualized environments such as VMWare or KVM to provide quality service and better uptime. Read more at <https://help.Webdukes/server-help/why-smart-server-is-best-compared-to-others>.

e) Inode limit – The total number of inode can be used by a customer is based on the plan, What you have chosen and paid for. The inode limits per plan are available in the <https://help.Webdukes/basic/inode> or <https://help.Webdukes>. Please refer to the respective pages for the same.

f) All suspended accounts including reseller's accounts/website will be terminated. It is the responsibility of resellers or clients to take the backup before suspending.

g) KYC/Mobile Verification

Webdukes reserves the right to suspend your website if KYC or mobile number verification is pending for more than 24 hours.

h) Webdukes's partner companies are responsible for collecting, validating, and retaining information about their customers in accordance with applicable cybersecurity laws and regulations. If regulators request such information from Webdukes, we may redirect the request to the partner company responsible for the information. In addition, Webdukes may request partners to collect additional customer information when needed and to provide it to Webdukes. Should such information be required, Webdukes will provide instructions to partners on the appropriate process, methods, and tools to use.