

Terms Of Service

The following Terms of Service ("TOS," "Terms" or "Agreement") apply to your use of our website and all services, features and/or content provided by Webdukes ("Webdukes," "us," "our"). Webdukes is the trade name of Webdukes Technologies Private Limited. By purchasing one or more Services from Webdukes, you declare that you have read, understood and agree to be bound by this TOS. The latest version of our TOS is always available on the Webdukes website. It is essential that you read this TOS prior to purchasing any Service(s) from Webdukes.

Customer Agreement

The TOS apply to all Services provided by Webdukes to you throughout the entire Term or Renewal Term. All customers should agree on all terms and conditions stated prior to their signing up for any of the hosting plans and services mentioned on Webdukes. You shall agree to use only licensed and legal third party Webdukes in connection with your use of our services. Webdukes reserves the right to suspend or cancel a customer's access to any or all services provided, at any time, or when Webdukes decides that the account has been inappropriately used or otherwise.

1. Content

- a) Webdukes reserves the right to refuse service and/or access to its servers to anyone. The services provided by us must be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law or regulation is prohibited.
- b) The activities listed below are meant to provide you with examples of activities and content that are strictly prohibited.
- c) Topsites, ponzi or pyramid schemes, prime banks programs, bank debentures/bank debenture trading programs, cryptocurrency/bitcoin miners, forex, e-gold, proxy,

bots, spam bots, mail bombers, port scanners, IP scanners, mail harvesting scripts, brute force scripts, chat rooms, banner rotators, file dumps, using disk space as secondary storage, sales of illegal pharma, drugs, explosives, anonymous or bulk sms gateways, malware, warez, phishing materials, lottery, gambling, illegal downloads, pirated software distributions, escrow, high yield investment programs, adult thumbnail galleries/banner exchanges, streaming or broadcasting of live copyrighted events. Websites promoting illegal activities or linking to other websites that promote illegal activities.

- d) Website content that promotes or advocates human trafficking in any way shape or form as determined by Webdukes, sole discretion, sites that promote prostitution, or escort services.
- e) Any website found to host child pornography, link to child pornography or exploitative content will be suspended immediately without notice or warning.
- f) Adult materials – Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of “adult material” is left entirely to the discretion of Webdukes.
- g) Embedding or uploading audio/video/high resolution images on website or linking to other websites that promotes audio/video/high resolution images.
- h) Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any regulation or material that is perceived to be misleading.
- i) Warez - This includes, but is not limited to, pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing and encrypting of any of the above. It also includes any sites which provide "links to" or "how to" information about such material.
- j) Games - We strictly do not allow to host any kind of games on our servers. Your hosting account would be immediately terminated if we found any gaming related stuff in your hosting account.

- k) IRC Hosts - Hosting an IRC server that is part of or connected to another IRC network or server or have a connection to an IRC network. Servers or Virtual hosting accounts, found to be connecting to or part of these networks will be immediately removed from our network without notice. The server would not be reconnected to the network until such time that you agree to completely remove any and all traces of the irc server, and agree to let us have access to your server to confirm that the content has been completely removed. Any server guilty of a second violation would result in immediate account termination.

Webdukes reserves the right to deem any other content or literature as "prohibited" if found to be indecent, rude, hate content & generally unacceptable.

In compliance with DMCA act, Webdukes has adopted procedures for parties who believe that a hosted site on our service is infringing their copyrights. All copyright complaints must be submitted to abuse@webdukes.com

2. Abuse Of Resources

- a) Any attempts to compromise or actual compromise of a network device belonging to Webdukes or any other company, individual, or other entity is strictly prohibited. This offense also includes port scanning, IP range scanners and vulnerability scanning. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.
- b) Denial of Service (DOS) attacks directed at Webdukes, or any attempts to launch a Denial of Service attack from our servers are strictly prohibited. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.
- c) Hosting any software, source code or any other material that is illegal or could be used to commit an illegal act is strictly prohibited. This includes but is not limited to software exploits; exploit source code, hacking tutorials, hacking tools, viruses and

Trojans, bomb making and similar device tutorials. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.

- d) The hosting of material that infringes on any copyright, trademark and or service mark is strictly prohibited. This also includes the storage and transmission of pirated movies, music, software, ringtones or anything else considered "WareZ". Any authentic complaint received will be investigated and may result in termination of service.
- e) The hosting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.
- f) Any attempts to undermine or cause harm to any of our servers is strictly prohibited. We hold no responsibility for the use of our clients' accounts. Any account that abuses the resources and actions are not taken to desist the activity, calls for immediate deactivation without any refund.
- g) Any site using what we deem to be using excessive CPU cycles or any resources that cause strain to other sites may also be offered new terms (i.e., upgrade). Although we offer 99.95% uptime we can not fully guarantee this, this is due to the updates and upgradation we carry out which is also a part of our maintenance.
- h) If any client is in any way disrespectful towards any member of the Webdukes staff we have full right to remove them from our services without any refund.

3. Unsolicited commercial e-mail/Unsolicited bulk e-mail (SPAM)

- a) Use of our service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violation of this SPAM policy will result in severe penalties.
- b) Upon notification of an alleged violation, we will initiate a full scale investigation during which, we may restrict customer's access to the network to prevent further violations.

- c) If a customer is found to have violated our policy, we may, at our sole discretion, restrict, suspend or terminate the guilty hosting account. Further more, we reserve the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. We will notify law enforcement officials if the violation is believed to be a criminal offense.
- d) Anyone using our service to host websites or services that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their account(s) immediately suspended and an administrative fee of \$250.00 will be charged to your account.
- e) The account will not be unsuspended until such time that you agree to remove any and all traces of the offending material immediately upon reconnection. First violations of this policy will result in a warning and your account will be reviewed for possible immediate termination. A second violation may result in an immediate termination of your account and the administrative fees will be \$500. Severe violations may result in immediate and permanent removal of the account(s) from our network without notice to the customer.
- f) We have a zero tolerance policy for the use of our service towards posting of messages or commercial advertisements which violate the rules, regulations, or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.
- g) We also prohibit hosting of publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason what-so-ever.

4. Bandwidth

If the customer's account exceeds the bandwidth limit, we would inform the customer. If the customer does not wish to purchase extra bandwidth or upgrade his account and continues to exceed their limit, the account shall be suspended until the customer takes measures to ensure that the limit wouldn't exceed again or when the account is upgraded, whichever is earlier. The account would be reactivated in the following month.

5. VPS Rules

We generally recommend a control panel to manage and operate the VPS. All customers who have a plain VPS would have to configure the DNS, user accounts, mail accounts and other such activities pertaining to the configuration of such VPS' themselves. The support team will not be responsible for this.

6. Commercial Advertising- Email (SPAM)/UNSOLICITED COMMERCIAL EMAIL (UCE)

- a) Spamming, sending unsolicited emails from our servers or using email addresses that are maintained by us is STRICTLY prohibited and will qualify your site for immediate deactivation with no refund. Webdukes would be the sole arbiter as to what constitutes a violation of this provision.
- b) In order to ensure that our shared servers, cloud & vps nodes as well as dedicated server hardware node give us optimum performance we have set limits on the number of outgoing mails which can be sent per hour. Accordingly, shared & reseller customers would be allowed to send 300 outgoing mails per hour, our VPS customers would be able to send 1000 outgoing mails every hour and the Cloud hosting customers may send 1500 outbound mails per hour. Customers having dedicated servers may send one email every second i.e. 3600 mails per hour.
- c) We do not guarantee Inbox email delivery with any of our hosting plans.

7. Backup Policy

- a) Your use of the Services is at your sole risk. 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.
- b) You as a Webdukes User agree that in no case, Webdukes can be held responsible for the loss of data in any circumstances.

- c) Clients who have subscribed for paid backup service with shared and reseller hosting plans. For such clients, we take daily backup of database with retention period of 7 days. Website backup will be taken weekly with retention period of 1 day. Any backup copy maintained by Webdukes will not have any emails or media file included in it.
- d) Clients using cPanel Backup Manager tool for backups should download the backup from the server and delete it. On every Sunday, all the backup files are removed from the server without any notification. You are not allowed to use the hosting space to store backups.

8. Unlimited Hosting

a) What "Unlimited" means

Unlimited Disk Space/Bandwidth/Website Plans. This means that we do not set a limit on the amount of bandwidth, websites or disk space you may use in the

normal operation of a personal or small business website, provided it complies with this Agreement. However, in the event your service usage or content presents a risk to the stability, performance or uptime of our servers, data storage, networking or other infrastructure, you may be required to upgrade to a VPS, or we may take action to restrict the resources your website is utilizing.

b) What "Unlimited" DOES NOT mean

Webdukes employs complex mechanisms to protect its hosting Subscribers and systems from any kind of abuse. Webdukes's "Unlimited" hosting offering is not for single or few hosting subscribers to unfairly or adversely impact the experience of other hosting Subscribers. Webdukes's service is offering shared hosting service, which means that multiple hosting Subscriber's websites are hosted from the same server and share server resources. Webdukes's service is designed to meet the typical needs of small and medium sized businesses across globe. It is NOT intended to support the sustained demand of large enterprises, or non-typical applications better suited to a VPS or a dedicated server. Webdukes will make every commercially reasonable effort to provide additional resources to Subscribers who are using their website(s) consistent with these Terms, including moving Subscriber to newer and bigger shared servers as necessary. However, in order to ensure a consistent and quality experience for all Subscribers, Webdukes does place automated safeguards to protect against any website growing too quickly and adversely impacting the system until Webdukes can evaluate said sites resource needs.

c) Unlimited Hosting Space; excessive SQL Database

Webdukes does not set any specific limits on the amount of disk space a hosting subscriber can use for their website, nor does Webdukes charge additional fees based on an increased amount of storage used, provided the hosting subscriber's use of storage complies with these Terms. Please note, however, that the Webdukes service is designed to host websites. Webdukes does NOT provide unlimited hosting for online storage, videos, images, audio, games, installers, executable files, backups, or archiving of electronic files, documents, logfiles, web spider or indexer, irc, torrent, file sharing, peer-to-peer activities, testing environment etc., and any such prohibited use of the Services will result in the termination of hosting subscriber's account, with or without notice. Accounts with

an excessive database size (i.e., more than 1GB) negatively affect the performance of the server. Webdukes may request that the database size be reduced to ensure proper performance or may disable the Subscriber's account, with or without notice. Hosting subscriber's can create multiple databases however size of each database should not be more than 1GB.

d) Unlimited File Transfer

Webdukes does not set any limits on the amount of visitor traffic a website can receive or on the amount of content a hosting subscriber can upload to his/her/its website in a given month, nor does Webdukes charge additional fees based on increased use of bandwidth, as long as the hosting subscriber's use of the Services complies with these Terms. In most cases, a hosting subscriber's website will be able to support as much traffic as the hosting subscriber can legitimately acquire. However, Webdukes reserves the right to limit processor time, bandwidth, processes, or memory in cases where it is necessary to prevent negatively impacting other hosting subscribers.

e) Unacceptable Resource Usage

- i. Run cron entries with intervals of less than fifteen (15) minutes.
- ii. Run any MySQL queries longer than thirty (30) seconds.
- iii. Use twenty-five percent (25%) or more of our system resources for longer than ninety (90) seconds at a time. Activities that could cause this excessive use, include but are not limited to: CGI scripts, FTP, PHP, HTTP, etc.
- iv. The size of each mail box should not exceed 5GB and combined mail box size per domain should not exceed 50GB.
- v. "Unlimited" usage policies and definitions apply only to shared and reseller hosting accounts. [Click here](#) to read the unlimited hosting policy.
- vi. The size of each mail box should not exceed 5GB and combined mail box size per domain should not exceed 50GB. This is applicable for WordPress hosting, Business hosting, Linux & Windows based shared hosting plans.

9. Permitted CPU and Disk Usage

- a) The space on the Shared hosting server can only be utilized for web files, and hosting a user's website. This space should not be used for media storage or for storing other data such as storing electronic files, saving website backup, FTP host or for demo purposes. We hold the right to inspect every shared hosting account for extra utilization of disk space, CPU and other resources that may be violated of this Agreement or the AUP.
- b) We may terminate access to the Services at our sole discretion, or takedown or erase User Content for those accounts considered to be in violation of these Terms and Conditions and other policies. Dedicated and VPS usage limits will depend on the amount of resources allocated to the plan that you have purchased.

10. Reseller Terms and Client Responsibility

- a) Using a shared hosting account to resell web hosting to others is not allowed. Reseller hosting plans to be considered if you want to become our reseller.
- b) Resellers must assure that each of its clients, follow this Agreement
- c) Resellers are completely responsible for supporting their clients including customer service, billing and technical support. We are not liable to provide support to Reseller Users. Any assistance needed for the client's issue must be reported by the reseller on the user's behalf.
- d) Resellers are solely responsible for any content that is stored or transferred under their reseller account and the actions of their Users. We may hold any reseller responsible for any activity from their client's account that violates the law or this Agreement.
- e) The Company shall not be kept liable for the acts or omissions of our resellers. The reseller hereby promises to indemnify the Company to and against any and all claims brought by any Customer resulting from the actions or omissions of the reseller.

- f) The Company retains the right to review our Reseller plan anytime necessary. Changes shall take place as posted publicly or at any later date as the Company can designate.

11. The Company as Reseller or Sublicensor

- a) We may use certain third-party services, hardware, software and equipment and use it as a reseller or sublicensor.
- b) We are not liable for any modifications to the Services that cause any Resold Products to become outdated, including improvements or adjustments that otherwise influence the output of the services.
- c) Any failure or defects of Resold services, whether sold, sub-licensed, or given to you by us, shall not be considered to be a violation of the Company's obligations under this Agreement.
- d) Any rights or suggestion you may have concerning the possession, licensing, performance, or infringement of any Resold Product shall be limited to those rights which the manufacturer of such Resold Product extends to you.
- e) You are qualified to use any Resold Product that we provide only concerning your use of the Services as permitted under this Agreement.
- f) No attempt shall be made to clone, change, reverse engineer, or tamper with or use any Resold Product other than in connection with the Services.

12. Uptime Guarantee

- a) Any service interruptions or downtime due to scheduled maintenance by Webdukes or our network providers will not count towards the uptime guarantee.
- b) Webdukes is not liable in any way for failure of third party services.
- c) Webdukes will not be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in

transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services.

13. Account Security and Company Systems

- a) You are responsible for any misuse of your account therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach the security of another account or attempt to gain unauthorized access to another network or server.
- b) Your password provides access to your account. It is your responsibility to keep your password secure.
- c) Sharing your password and account access with unauthorized users is not recommended. You should take care and prevent others from using your account since you will be responsible for the consequences.
- d) Attempting to obtain another user's account password is strictly prohibited, and will result in termination of service.
- e) You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- f) You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- g) You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. Users

who violate systems or network security may incur criminal or civil liability. Webdukes will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

- h) It is your duty to make sure all the programs/scripts installed under your hosting account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.
- i) The Services, including all related equipment, networks and network devices are provided only for authorized customer use. We may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be scanned, examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.
- j) Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. We may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.
- k) Any account that is found to be compromised may be disabled and/or terminated. If you do not clean up your account after being notified by us of an ongoing issue, we reserve

the right to keep your account disabled. Upon your request, we may clean-up your account for an additional fee.

- l) We reserve the right to migrate your account from one data-center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

14. Billing Policy

- a) If paying via credit card, debit card, net banking, PayPal the account will be set up immediately once the payment is confirmed. If paying by a cheque, please allow 5 days for the cheque to clear. If paying via postal orders or cash your account will be set up on the same day.
- b) The 30 day money back guarantee is only applicable for first-time signups. Second time and subsequent sign-ups are not eligible for the same. For instance, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.
- c) Refund is not applicable on Domain registration/transfer/renewal, cPanel, Plesk, Control Panel, LiteSpeed, Softaculous, Cloud, VPS, Dedicated Server, Paid Support, SSL Certificates, Sitelock, SpamExperts, WHMCS, Windows OS, SQL, G Suite, Office365 and any other paid licenses.
- d) The modifications done in pricing pattern or policy by the software license company will take effect immediately on Webdukes clients.
- e) The money back guarantee is provided on Shared hosting, Reseller hosting, WordPress hosting and Email hosting.
- f) No refund will be made if your Service(s) are suspended or terminated for cause.
- g) There is limitation of every hosting platform. On an OpenVZ VPS, GUI is not supported and it won't be possible to upgrade the kernel or change BIOS setting.

Kernel upgrade is possible on KVM Cloud instances but you cannot change the BIOS settings. You won't be eligible for refund in such cases.

- h) The refund will not cover any kind of taxes, setup fees, refund processing fee, postal charges or any kind of payment processing charges or bank fee(s). There will be no refunds issued in case the web hosting account was involved in violation of our terms of service or any kind of illegal or system resources over-usages or after 30 days period or beyond coverage of our refund policy as noted here.
- i) The free domain is offered with Swift and Turbo plan of shared hosting. One free .COM or .IN domain is offered with purchase of every new Swift/Turbo plan for 1/2/3 years. Domain name will be free for the first year and renewal charges will be applicable from the second year.
- j) You must add the domain name into your cart with the hosting plan. You cannot claim the free domain later.
- k) If the web hosting service includes free domain name, and you cancel the web hosting service, the domain charges (standard rate as per website) would be deducted from the refund amount. If the refund amount is less than the domain name price, you will have to pay the difference or forfeit the domain. The ownership of the domain will remain with Webdukes if you fail to pay the difference amount.
- l) Transfer fees would be applicable, if you wish to transfer the free domain name to some other provider. Without transfer fees the domain will not be released.
- m) One free WHMCS Starter or Client Exec license is included in reseller hosting plan (Pluto/Mars/Jupiter). WHMCS starter license allows you to manage upto 250 clients. You can upgrade the WHMCS license from us by paying the appropriate license cost. If the reseller hosting plan is cancelled within first 30 days then WHMCS Starter or Client Exec license cost will be deducted from the refund amount.
- n) The payments made through bank transfer, cheque, money order, cash deposit, DD are non-refundable. Refund will be added as credit to the hosting account.

- o) The refund request placed after 30 days will not be processed and you will not be eligible for any refund.
- p) The cancellation request should be sent through client area.
- q) After sending the cancellation request, it would take 14 days to complete the refund process.

15. Cancellation Process

- a) At any point of time, you wish to discontinue our services, you can place the cancellation request through your client area. Before that, you need to clear all the pending dues (if any).
- b) You can either choose immediate cancellation or request cancellation to happen once your subscription period expires. If you select immediate cancellation, you will no longer have access to your hosting plan/service. If cancellation after the tenure period is over is selected, you will continue to have access to use the Services purchased until the end of your prepaid term.
- c) It is your responsibility to backup all your data before you place the cancellation request. Once you place the cancellation request all your data from our server will be deleted and it cannot be retrieved nor restored.

16. Taxes

The price mentioned on the site is exclusive of taxes. To view price with taxes please refer the Cost Calculator of each plan. The amount inclusive of taxes will be added to your final invoice once you add items in your cart. The taxable amount is non-refundable.

17. Late Payment or Non-Payment

- a) Unpaid invoices may result in the suspension or termination of your web hosting account. Your suspended account will only be restored after clearing the outstanding invoice after which you will be able to access your data.
- b) If your account gets terminated, the data residing on it won't be restored and will be treated as a new account. If you fail to renew your subscription on time you will be charged on your invoice.

- c) We will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

18. Invoice Disputes

For any queries related to cost on your account, do reach out to our billing team at sales@Webdukes.com.

19. Account Termination

Your hosting account at Webdukes can get terminated due to following reasons:

a) You decide to discontinue

At any point of time, during your subscription, if you no more want to continue with our services and want to place a cancellation request with immediate termination, your hosting account will be suspended right away and will be terminated within 48 hours.

b) Cancellation upon expiration

If you place a cancellation request to discontinue our services after your subscription expires, your hosting account will be suspended at the end of the subscription and will be terminated within 48 hours (after the expiration date).

c) You did not renew

In case you fail to renew your hosting account on the due date, your hosting account will be suspended after 24 hrs and will be terminated within 48 hours (after the expiration date).

d) You violate our Terms of service

If you violate our terms of service during your subscription period at Webdukes it will result in immediate account suspension and termination. As soon as we've been notified about the violation of service, we would usually take instant action.

e) Potential fraud

We have an anti-fraud system that monitors all the orders as soon as they are placed. During such an occurrence, we will carry out a verification process manually. In this

process, if we ask for certain information and it is not provided the account suspension and termination will be done immediately.

f) A Dispute or ChargeBack

During the violation of our Terms of Service, we would initially suspend and give a 7 days timeframe to resolve the concern with Webdukes before the termination occurs. If still, it remains unsolved termination of your hosting account will take place.

Note: It is advised to maintain a back-up copy of your hosting account to avoid losing your data because of the termination. All your files will be deleted from the server, once your hosting account is terminated and Webdukes shall not be liable for the same.

20. Indemnification

- a) Customer agrees that they will protect, indemnify, save and hold Webdukes harmless from any and all stipulations, liabilities, losses, expenses and claims, as well as reasonable attorney's fees assessed against Webdukes, its agents, customers, officers, employees and administration that may arise or result from any service provided or performed or agreed to be performed or any product sold by its customers, agents, employees or assigns.

- b) Customer agrees to defend, indemnify and hold Webdukes harmless against liabilities arising out of –
 - i. Any injury to person or property caused by any products sold or distributed in association with Webdukes's Services;
 - ii. The loss of any electronic files furnished by customer (Or customer's customer);
 - iii. Copyright violation and any defective products sold to a customer from Webdukes's Services

21. Limitation of Liability

- a) To the maximum extent permitted by applicable law, and without affecting your rights as a Consumer, you agree that you will not under any circumstances,

including negligence, hold Webdukes, its officers, directors, employees, licensors, agents, subcontractors and/or third party service providers liable for any direct or indirect damages of any nature and type suffered by the

- b) Customer of third parties, including, but not limited to, damages for loss of profits, cost savings, revenue, business, data or use, or any other pecuniary loss that may result from: delays, malfunctions, suspension and any other interruption in the provision of the Service(s) due to events beyond our reasonable control (for example: force majeure, third party conduct/acts, including Webdukes's licensors and suppliers, faults and malfunctions of the machines, software and other equipment, whether owned by us or our licensors/suppliers; acts and/or omissions made by Customers and in contrast with the obligations undertaken under these TOS); data loss due to hardware or software failure; any information, data, content in or accessed through the Services; any action, information or instruction provided as part of our technical support Services; your use of the Service(s).
- c) You agree that the foregoing limitations apply whether based on warranty, contract or tort or any other legal theory and apply even if we have been advised of the possibility of such damages. In no event, we will be liable to you in the aggregate with respect to any and all breaches, defaults, or claims of liability under these TOS or under any other agreement or document for an amount greater than the fees actually paid by you to us for the respective Service(s) during the twelve month period preceding a claim giving rise to such liability. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. You agree that in those jurisdictions, our liability will be limited to the extent permitted by law and your rights as a Consumer will not be affected.

22. Dispute Resolution. Jurisdiction

- a) In the event of any dispute, controversy or claim arising out of or related to this Agreement, you and Webdukes shall use reasonable effort to settle such disputes or differences. To this effect, we shall consult and negotiate each other with the aim to reach a solution satisfactory to each Party.

- b) You agree that the Courts of Delhi, (India) shall have the sole jurisdiction over all disputes and other matters relating to the execution, interpretation, enforcement and termination of this Agreement or any other document entered into by the Parties related thereto. All disputes and other matters relating to the interpretation and enforcement of these TOS as well as any other document entered into by the Parties shall be governed by the laws of India.

23. Certain Services; 404 Error Page

If you haven't configured a 404 page, our default page for the 404 error page will load when a visitor tries to access a URL that has no information. By not creating a 404 page, you hereby agree and authorize the Company's placement of a default 404 error page. This 404 error page of the company may contain advertisements and other information about the company and its services. As a company, we reserve the right to withhold and collect all revenue generated from these advertisements.

24. Price Change

We reserve the right, to modify the prices, or monthly payment amount, or any other amount at any given time. It's your responsibility to review billing information from time to time.

25. Third-Party Beneficiaries

Except as expressly given elsewhere in this Agreement, nothing in this Agreement is intended, nor shall anything in this Agreement be construed to grant any rights on any individual other than the Parties hereunder and their respective successors and approved assignments. Notwithstanding the above, the customer recognizes and accepts that every provider of a third party good or service described in the contract definition as a third-party beneficiary is the designated third-party beneficiary of the requirements set out in this Agreement because they apply exclusively to its goods or services and has the right to explicitly implement the terms and conditions.

Appendix A:

When you buy from the Company a third-party product or service, you agree to this Agreement AND the terms and conditions of the third-party product or service included in this Agreement for reference:

- a) Digital Ocean: <https://www.digitalocean.com/legal/terms-of-service-agreement/>
- b) AWS: <https://aws.amazon.com/service-terms/>
- c) WHMCS: <https://www.whmcs.com/terms-of-service/>
- d) Office 365: <https://www.microsoft.com/en-us/legal/intellectualproperty/copyright/default>
- e) G Suite: <https://policies.google.com/terms?>
- f) Spam Experts: <https://www.spamexperts.com/software-services-agreement>
- g) Lite Speed: <https://www.litespeedtech.com/docs/webserver/license-enterprise>
- h) cPanel & WHM: <https://cpanel.net/legal-notices/>
- i) Webuzo: <https://webuzo.com/tos>
- j) Plesk: <https://www.plesk.com/legal/>
- k) Softaculous: <http://softaculous.com/softaculous/tos>
- l) BitNinja: <https://bitninja.io/terms-and-conditions/>
- m) eset: <https://www.eset.com/us/software-eula/>

26. Change of TOS

Webdukes may modify these TOS at any time with immediate effect. Where the change in Terms is required by law or related to the addition of a new service, extra functionality to the existing Service(s) or any other change which neither reduces your rights nor increases your responsibilities, the TOS will be changed without prior notice to you and shall have immediate effect.

No clarification or explanation of the Terms provided by the Parties will have the power to modify the provisions of these TOS.



By using our service you agree to Webdukes's

Terms and Conditions - <https://webdukes.com/termandconditions.html>

Privacy Policy - <https://webdukes.com/Privacy-Policy.html>

Refund Policy - <https://webdukes.com/refund-policy.html>

Hosting Policy - <https://webdukes.com/hosting.pdf>

Date of the Document - 13/05/2023