

## **Terms Of Service**

Webberstop India Private Limited (“**Webberstop**”, “**we**”, “**us**”) provides cloud platform and configuration services, including but not limited to smart dedicated servers, object storage, content delivery network service and continuous data protection backup services (“**Services**”). Except as otherwise indicated, customers using the Services shall be referred to as “**you**” or “**your**”.

We provide these Services, subject to the terms of this document (“**Terms**”). Your use of the Services or your registration with us constitutes your agreement to these Terms. If you purchase our Services through a separate written agreement/master services agreement, these Terms shall be deemed to be incorporated into that agreement, whether it is specifically called out or not. When you access or use our Website and/or the Services, these Terms shall apply and shall be legally binding on you and to your access and use of the same even if not accepted by you separately.

These Terms constitute a binding legal contract required to use our Infrastructure, website and Services. As such, you may only use our Infrastructure, website and Services if you agree to be bound by these Terms. We may modify these Terms at any time by posting a revised version of the same at [www.webberstop.com](http://www.webberstop.com), on our website (“**Website**”), and the amended version of these Terms shall become automatically binding on you if you continue to avail of the Services. The amended terms will be applicable even if not accepted by you separately. If you do not wish to be bound by the updated Terms, we request you to stop accessing the Website and the Services and to reach out to us to deactivate your Customer Account. You shall have the responsibility to review these Terms on a regular basis.

### **1. DEFINITIONS**

In these Terms, except where the context otherwise requires, the following words and expressions shall have the following meanings:

1.1 “**Affiliates**” means, in relation to any Person, any entity which Controls or is directly or indirectly Controlled by, or under common Control with, such Person.

1.2 “**Applicable Law(s)**” shall mean and include any (i) rule of law, statute, bye-law, ruling or regulation having the force of law; or (ii) any code of practice, rules, consent, license, requirement, permit or order having the force of law or pursuant to which a Person is subject to a legally enforceable obligation or requirement; or (iii) any notification, circular or guidelines issued by a regulatory authority; and / or (iv) any determination by or interpretation of any of the foregoing by any judicial authority, whether in effect as of the date of these Terms or thereafter and in each case as may be amended; (v) all the regulations, notification, circulars, guidelines, directives and all other statutory requirements issued by the statutory or Government Authority as may be applicable.

1.3 “**Charges**” shall mean, unless the Services are being availed by you through free trial facility, the amount payable by you for the Services either through self-service portal available to you via your Customer Account accessible at the link <https://www.webberstop.com> or provisioned manually by our provisioning team for you and shall be computed on the basis of time-based rate (e.g. per hour or per month etc.) or usage-based rate (e.g. per GB per month applied on peak usage of the calendar month) as may be applicable for the particular service.

Further, in case Minimum Billing Amount is applicable for a particular service, the Charges

payable by you shall be subject to the applicable Minimum Billing Amount for each calendar month such service is used.

- 1.4 **"Claims"** shall mean all actions, suits, proceedings or arbitrations pending or threatened, at law, in equity or before any Government Authority (as defined below) or competent tribunal or court.
- 1.5 **"Confidential Information"** means and includes the Intellectual Property and any and all business, our technical and financial information or of any of our affiliates that is related to any of the arrangements contemplated in these Terms or any other agreement in which these Terms is incorporated by reference or otherwise disclosed by us to you. It shall include any information which relates to our financial and/or business operations, including but not limited to, specifications, models, merchant lists/information samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to its internal management, customers, products, services, anticipated products/services, processes, financial condition, employees, merchants, marketing strategies, experimental work, trade secrets, business plans, business proposals, customer contract terms and conditions, compensation/commission/ service and other valuable confidential information and materials that are customarily treated as confidential or proprietary, whether or not specifically identified as confidential or proprietary.
- 1.6 **"Controlling", "Controlled by" or "Control"** with respect to any Person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting share, by agreement or otherwise, or the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to such Person and (b) the possession, directly or indirectly, of a voting interest of more than 50% (Fifty Percent).
- 1.7 **"Customer Data"** means all data, including all text, sound, software, image or video files, and all derivatives of such data that are created by or originated with you or your End Users. You and/or your End Users retain ownership of all and any such Customer Data. The right granted to us to access and use such Customer Data is limited to the sole purpose of providing the Services or for compliance of legal obligations and shall not be understood as granting us any ownership rights thereto or any right to use or transfer, except as specifically provided herein.
- 1.8 **"De-provisioning of Services"** in relation to the Services, shall mean termination of the Services being provided to you, release and reallocation of all resources allocated to the Customer and deletion of Customer Data stored on our servers.
- 1.9 **"End User"** means any individual or entity that directly or indirectly through another user accesses or uses the Services under the Customer Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Webberstop services under their own Webberstop account, rather than under the Customer Account.

- 1.10 **“Force Majeure Event”** includes but is not limited to significant failure of a part of the power grid, significant failure of the internet, systemic electrical, telecommunications or other utility failures, natural disaster, war, riot, insurrection, embargoes, epidemic, outbreak of infectious disease(s) which has an impact of frustrating the performance of the affected party’s obligations under these Terms, pandemic, fire, strikes or other organised labour action, terrorist activity, acts of Government Authority, acts of God, or other events of a magnitude or type for which precautions are not generally taken in the industry and acts/reasons which are beyond the control of any party or any other cause which cannot be predicted by men of ordinary prudence.
- 1.11 **“Government Authority (ies)”** shall mean:
- a. a government, whether foreign, federal, state, territorial or local which has jurisdiction over Webberstop;
  - b. a department, office or minister of a government acting in that capacity; or
  - c. a commission, agency, board or other governmental, semi-governmental, judicial, quasi-judicial, administrative, monetary or fiscal authority, body or tribunal.
- 1.12 **“Infra Credit Prepaid Customer”** shall mean a customer who gets infra credits which can be used for availing various services being provided by us.
- 1.13 **“Inherent Business Risk”** means those risks that are in the ordinary course associated with the provision of cloud services, including but not limited to loss of data due to attack on our servers by Malware, malfunction of our servers and other equipment under our control, malfunction of our software or supporting Third-Party Software.
- 1.14 **“Inactive Customer”** shall mean a customer who, at any point of time, has not consumed or utilised any of the Services in the preceding 90 (Ninety) days.
- 1.15 **“Intellectual Property”** or **“IP”** includes patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licences and permissions in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing and **“Intellectual Property Rights”** or **“IPR”** shall mean all rights in respect of the Intellectual Property.
- 1.16 **“Losses”** shall mean any loss, damage, injury, liabilities, settlement, judgment, award, fine, penalty, fee (including reasonable attorneys’ fees), charge, cost or expense of any nature incurred in relation to a Claim(s).
- 1.17 **“Malware”** shall mean any malicious computer code such as viruses, logic bombs, worms, trojan horses or any other code or instructions infecting or affecting any program, software, client data, files, databases, computers or other equipment or item, and damaging, undermining or compromising integrity or confidentiality, incapacitating in full or in part, diverting or helping divert in full or in part an information system from its intended use.

- 1.18 **“Managed Services”** shall mean the provision of professional services for additional payment to a customer by us to enable management of cloud computing infrastructure. Unless specifically stated, the Services provided to you shall be deemed to be “Self-Managed Services” and not **“Managed Services”**.
- 1.19 **“Material Adverse Effect”** shall mean any state of facts, change, development, effect, condition or occurrence that adversely affects either party’s ability to perform its obligations under these Terms.
- 1.20 **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, association, or other entity, enterprise, or business organisation, incorporated under Applicable Law or unincorporated thereunder, registered under Applicable Law or unregistered thereunder.
- 1.21 **“Minimum Billing Amount”** shall mean the minimum amount of usage charges pertaining to a particular service provided by us for a calendar month regardless of the actual time-based usage of such service during such calendar month.
- 1.22 **“Refund Policy”** means the Refund Policy published on the Website accessible at <https://www.webberstop.com> as may be amended by us from time to time. The most current version would always be published on the Website.
- 1.23 **“Privacy Policy”** means the Privacy Policy published on the Website accessible at <https://www.webberstop.com>, as may be amended by us from time to time. The most current version would always be published on the Website.
- 1.24 **“Service Level Agreement”** or **“SLA”** means the Service Level agreement published on the Website and accessible at <https://www.webberstop.com> , which sets out the service levels that we offer with respect to our Services. This may be amended from time to time at our sole discretion and the most current version would always be published on the Website.
- 1.25 **“TDS”** shall mean tax deducted at source in accordance with Applicable Law.
- 1.26 **“Term”**. These Terms shall be binding on you from the date on which you begin to avail the Services from us and shall remain valid till you continue to avail the Services.
- 1.27 **“Third Party”** shall mean a Person except you and us.
- 1.28 **“Variable Usage Charges”** shall mean the Charges that may vary depending on the usage of any Webberstop service by you and which may increase over a period of time due to increase in use without any explicit action being taken by you to avail such additional usage.  
For instance, the Variable Usage Charges with respect to the backup services being availed by you shall increase over a period of time based on your backup frequency, the increase in data being backed up on the servers and the peak storage usage in a calendar month.

## 2. USE OF THE SERVICES

- 2.1 By availing the Services, you are required to comply with these Terms and all other operating rules, policies and procedures that may be published from time to time on the Website, including but not limited to the Privacy Policy, SLA and Refund Policy (“**Company Policies**”).
- 2.2 When you register for our Services with us, you may be required to provide us with some information about yourself, such as your name, email address, and a valid form of payment, and you may also provide other information about yourself on a voluntary basis. The collection of such account-related information, and our use and disclosure thereof, is subject to the terms of our Privacy Policy.
- 2.3 We may make commercially reasonable updates to the Services and the Company Policies from time to time.
- 2.4 We may, in our sole discretion, refuse to provide or continue providing the Website and Services to you at any time, for any reason, including but not limited to your failure to comply with these Terms. We reserve the right to deactivate, terminate, prevent access to, disable services for, and/or delete any customer accounts or access to the Website and Services at any time, at our sole discretion.

## 3. REPRESENTATIONS AND WARRANTIES

- 3.1 We hereby represent and warrant to you as follows:
- We are duly organised and validly exist under the Applicable Laws and have all requisite legal power and authority to provide the Services to you;
  - We are not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against us before any court of competent jurisdiction;
- 3.2 You hereby represent and warrant to us as follows:
- You are duly organised and validly exist under the Applicable Laws and have all requisite legal power and authority to be bound by these Terms. In the event that you are registering for the Services on behalf of an incorporated entity, you represent and warrant that you and the entity are bound by these terms and you are legally authorized to act on behalf of such incorporated entity;
  - You are not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against you;
  - You have complied with Applicable Law in all material respects and have not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which in the aggregate has or may have a direct Material Adverse Effect;
  - There are no actions, suits, Claims, proceedings or investigations pending or, to the best of your knowledge, threatened in writing against you at law, in equity, or otherwise, whether civil or criminal in nature, before or by, any court, commission, arbitrator or Government Authority, and there are no outstanding judgments, decrees or orders of any such courts, commissions, arbitrators or Government Authorities, which materially and adversely effects your ability to perform your obligations under these Terms;

- All information disclosed by you in relation to the Services has been reasonably identified and truthfully disclosed to us to the best of your knowledge and there is no misrepresentation in the information being shared with us. You acknowledge that any misrepresentation of information can adversely affect the quality of the Services to be rendered to you;
- Our Website and Services are not targeted towards, nor intended for use by anyone under the age of 18 years. By using our Website and Services, you represent and warrant to us that you are 18 years of age or older.
- You have had adequate opportunity to read and understand these Terms and agree to be legally bound by them.

3.3 In no event does the above warranty will apply to :

- a. any failure or nonconformance of the Services with specifications (as provided in the Agreement or otherwise) caused by or attributable to any associated or complementary products not supplied under the Agreement,
- b. the quantity or quality of the products of Customer or the process of manufacture for/on which the Services or products are used,
- c. damage, fault, failure or malfunction due to Force Majeure or normal wear and tear,
- d. any attempt by any person other than Webberstop's personnel or any person authorized by Webberstop, to perform all or part of the Services and
- e. Third Party Materials. The warranty and remedies are conditioned upon
  - i) conformance with any applicable recommendations of Webberstop, and
  - ii) Customer promptly notifying Webberstop of any defects in Services. The Customer acknowledges that there are risks inherent in internet connectivity outside Webberstop's sphere of influence that may result in the loss of Customer's privacy, confidential information, and property. Customer acknowledges that Webberstop does not control the transfer of data over communications facilities, including the internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Webberstop shall not responsible for any delays, delivery failures, or other damage resulting from such problems. Webberstop shall not be responsible for any issues related to the performance, operation or security of the Services that arise from Customer's content, applications or Third-Party Materials.

3.4 The Customer acknowledges and understands that Webberstop is not privy to any data and/or information of the Customer ("Customer Data") because of the nature of provision of Services and it acts solely for hosting of the Customer Data. Webberstop shall not be liable for any loss of Customer Data while availing the Services from Webberstop unless Customer has opted and availed in the Services for data backup along with data assurance services. Under no circumstances will Webberstop have any liability or responsibility for (i) the loss of Customer Data or other information unless caused by the gross negligence or willful misconduct of Webberstop; and (ii) security breaches, viruses, hacked servers, worms, or corrupted data including Customer Data, unless caused by the gross negligence or willful misconduct of Webberstop.

3.5 The foregoing sets forth the exclusive remedies of Customer and the sole liability of Webberstop for claims based on failure of, or defect in, Services, whether such claim is based on contract, law, indemnity, warranty, tort (including negligence), strict liability or

otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED (BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE) OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Webberstop does not provide any representations or warranties other than those set out in Clause 3 above.

3.6 Webberstop does not provide any representation or warranty in respect of any products or services provided by others. Webberstop shall have no obligation for loss, liability or damage which results because

- a. Customer fails to utilize, operate or maintain the Services or any materials or equipment in connection with the Services in accordance with (i) applicable law and generally approved industry practices or (ii) the provisions of this Agreement or (iii) the provisions of any storage, operating or maintenance instructions furnished to Customer or (iv) data loss or business loss due to disaster or cyber-attacks ( force majeure clause applies)
- b. Customer breaches applicable law. Customer agrees to indemnify Webberstop against any loss, liability, harm or damage that Webberstop may suffer as a result of Customer's failure or breach as described in this clause.

#### 4. YOUR OBLIGATIONS

##### 4.1 Customer Account

- a. You are responsible for monitoring the activities under your Webberstop account ("**Customer Account**"), regardless of whether the activities are authorised or undertaken by you or your employees or by a Third Party (including but not limited to your contractors, agents or any End Users). We shall not be held or deemed responsible for any unauthorized access to the Customer Account.
- b. You should ensure the setting of strong passwords and access control mechanisms and other data protection control measures prescribed under Applicable law in order to protect Customer Data and prevent unauthorised access to the Customer Account.
- c. You should immediately notify us of any unauthorized use of the Customer Account or any other breach of security and cooperate with our investigation of service outages, security issues or any suspected breach of these Terms.\
- d. We shall not be held responsible for any security breach resulting due to your failure to implement and/or comply with security measures or due to any other cause, which in our opinion is beyond our control. All and any liability(ies) arising out of or in connection with such security breach shall be solely and totally borne by you, and neither you, nor your representatives having gained access to your Customer Account or any Third Party gaining unauthorized access to your Customer Account shall have any Claims against us for such liabilities.
- e. You shall defend, indemnify and hold harmless, us, our Affiliates, or any of our respective employees, agents or suppliers ("**Indemnified Parties**"), from and against any and all Claims and/or Losses arising out of or attributable, whether directly or not, to such security breach.

- 4.2 **Backup of Customer data:** You should take appropriate action to secure, protect and backup the Customer Data including programs, data, software and any other Customer Data. We shall not be under any obligation, while providing the Services to the Customer, under these Terms, to maintain any copy or back up Customer Data.

Notwithstanding that you are availing backup services from us, you shall remain responsible to ensure that adequate back-up is taken by you and to test the accuracy of such back up of Customer Data. We shall not be responsible for the same. Further, you shall be liable to pay us, without dispute, any Minimum Billing Amounts and/or Variable Usage Charges that accrue due to the use of such backup services.

**4.3 Use of Licensed Software**

- a. You hereby acknowledge that the software provided with the Services, is provided by Third Party(s) ("**Third Party Software**"). All Third Party Software is being licensed to you subject to terms and conditions of an End-User License Agreement (EULA) and you hereby agree to abide by the terms and conditions of the EULA associated with the Third Party Software.
  - b. You shall, at all times during the Term, be under the obligation to use the licensed version of the software to be used by you in relation to the Services. You shall not use any pirated software in availing the Services. Further, you shall be solely liable for any Losses or Claims arising out of your use (or use by the End Users) of any unmaintained open source software or any obsolete Third Party Software to run your workloads while using the Services and you shall accordingly indemnify, defend and hold harmless the Indemnified Parties.
  - c. If any Claims are made against the Indemnified Parties in relation to use of such Third Party Software by you, your representatives or End Users, without complying with the terms and conditions of the applicable EULA or due to such use of a license beyond the agreed upon or paid-for level, then you shall be liable for such Claims and any Losses arising out of the same, and shall hold harmless the Indemnified Parties.
  - d. We shall not be responsible for any Third Party Software, neither shall we be responsible for damage caused by such Third Party Software. Further, we may, in our sole discretion, at your request and on paid basis, configure the Third Party Software with your equipment, and the configuration of such software shall be done as per the instructions of the respective Third Party. Provided however that, this shall not be construed as imposing any obligation upon us to provide such services. We shall not be liable for any damages, whether such damages are direct, indirect or consequential, arising due to configuration of the Third Party Software with your equipment.
  - e. You shall be responsible to update any Third Party Software provided with the Services, as and when you receive notification from the Third Party Software provider. We shall not be responsible to ensure such update and we shall not be liable for any disruption in the Services on account of unforeseen software conflict or bug issues due to your failure to update the Third Party Software.
  - f. You shall not remove or tamper with the copyright, trademark or patent notices contained in the Third Party Software.
- 4.4 You shall document and promptly report all errors or malfunctions noticed by you to Webberstop. If you provide any feedback in relation to the Services, we shall be entitled



to use such feedback to improve our Services, without incurring any obligations towards you.

- 4.5 You shall ensure that all legal compliances as per Applicable Laws/ applicable regulatory framework as may be required for you to access the Services, are fulfilled by you. You shall be responsible for the security of the Services (including the equipment used to access these Services) being availed by you and at no point of time, shall we be held responsible if the security of the Services or the related equipment employed by you is breached. You shall be responsible to take reasonable measures, including but not limited to encryption of data, for ensuring protection of data stored/uploaded by you through the Services.
- 4.6 In order to facilitate the provision of the Services, you shall provide us with the required assistance, as reasonably requested by us from time to time.
- 4.7 You should ensure the availability and stability of the computing environment to support the Services, if and to the extent required in connection with the delivery of the Services.
- 4.8 Neither you, nor your representatives and/or End Users, shall remove or tamper with the copyright, trademark or patent notices contained in any content provided by us in the course of providing the Services, or in the software provided by us (which shall not include Third Party Software). You shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all Claims arising out of or attributable, whether directly or not, to the violation of this Clause 4.8 by you, your representative and/or the End Users.
- 4.9 You shall observe proper ethics and transparency in all your actions in the course of discharging your obligations under these Terms and you shall not, in any circumstances, take any action or make any statement that may mislead any other existing Webberstop customer or prospective Webberstop customer regarding the Services or Webberstop itself, or impact Webberstop's business or goodwill adversely.
- 4.10 You shall comply with all your obligations pursuant to these Terms and ensure that all payments due to us are paid in a timely manner in accordance with the due dates mentioned in the invoices/reminder emails sent by us.
- 4.11 You are responsible to monitor the functioning of resources utilised on your cloud server for the purpose of accessing the Services, and to undertake appropriate action to resolve any issues with respect to such server resources. In no event are we responsible to monitor or maintain such server resources.

## **5. SEIZURE OF DATA AND HARDWARE**

- 5.1 You agree that in case of any seizure of hardware provided by us to you for storage of any data or information pursuant to the Services, by any Government Authority, for the purpose of an investigation against you, your employees, agents or End Users, or for any other purpose as per the requirement of the Government Authority, you shall be liable to pay, without any protest or demur, upfront (i) the cost of providing such data or information to the Government Authority, and (ii) the cost of server or equipment seized by the Government Authority.

5.2 Further, you agree that we will not be liable to make any backup or copy the Customer Data stored on Webberstop's server or equipment and you will not raise any Claim for loss of data including a monetary claim against us on account of loss of data. In case of seizure of hardware or data or both by the Government Authority, we will not be liable to inform you about such seizure of hardware or data or both, prior to or at the time of seizure of hardware or data or both by the Government Authority. Further, the Government Authority may provide such instructions for seizure of data or hardware or both through any mode of communication, whether in writing or by oral communication, and we will not be required to produce a copy of the written order of the Government Authority before the Customer.

## 6. BUSINESS RISK AND LOSSES

6.1 You agree and acknowledge that the Services provided by us have Inherent Business Risk and such Inherent Business Risk may be beyond our control, and you may incur losses including but not limited to direct and indirect losses. We will not be liable, in whatever manner, for any losses incurred by you due to the foregoing. You hereby assume all risks arising out of the provision of the Services to you, your agents (including contractors and sub-contractors) or employees and shall indemnify, defend and hold harmless the Indemnified Parties from any and all Claims and/or Losses, caused by or arising in connection with any use or abuse of the same.

## 7. THIRD PARTY AUDIT

7.1 You acknowledge that in respect of licenses/software acquired from Third Party(s), an audit may be conducted by competent Third Party(s) duly authorised to conduct the audit ("**Competent Third Party (ies)**") during the Term and you agree that in case of such audit being initiated by Competent Third Parties, you will cooperate and provide relevant information required by the Competent Third Parties. All our customers are expected to cooperate in case any Competent Third Party conducts an audit on our infrastructure, which shall include the cloud service platform provided by us. You will provide all information as may be requested by the Competent Third Party, which may include verification of licensing compliance, evidence of licenses for products used by you, etc. Further, in case you do not cooperate for the conduct of a Third Party audit, and fail to provide all information necessary for the proper conduct of such Third Party audit, then we, at our sole discretion, shall have a right to terminate the Services.

## 8. REGULATION OF USE OF SERVICES

8.1 **Customer Data:** You hereby acknowledge that we exercise no control of whatsoever nature over the Customer Data. You represent and warrant to us that you have the right to transmit, receive, store, or host, using the Services, all Customer Data that you so transmit, receive, store, or host on our cloud platform. Further, it shall be your sole responsibility to ensure that you, your representatives and End Users who transmit, receive, store or host the Customer Data, comply with Applicable Law, and with any other policies published by us on the Website from time to time, including but not limited to the Company Policies. You will be solely responsible for the development, operation, maintenance and use of Customer Data.

- a. **End User Customer Data:** You shall be responsible for the End Users' use of the Customer Data and the Services and shall ensure that all End Users comply with your

obligations under these Terms and Company Policies. Further, you shall ensure that the terms of your agreement with each End User is consistent with the terms of these Terms and the Company Policies. If you become aware of any violation of your obligations under these Terms caused by an End User, you should immediately suspend access to the Customer Data and the Services by such End User.

**8.2 Prohibited activities:**

- a. You will not engage in any prohibited activities and will not permit any Person, including End Users using your online facilities and/or services, including but not limited to, your website(s) and transmission capabilities to do any of the following prohibited activities (“**Prohibited Activities**”):-
- Host, display, upload, modify, publish, transmit, store, update or share any information that,
  - belongs to another person and to which the user does not have any right;
  - is defamatory, obscene, pornographic, paedophilic, invasive of another’s privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
  - is harmful to child;
  - infringes any patent, trademark, copyright or other proprietary rights;
  - violates any law for the time being in force;
  - deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
  - impersonates another person;
  - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation;
  - contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
  - is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;
  - Send unsolicited commercial messages of communication in any form (SPAM);
  - Engage in any activities or actions likely to breach or threaten to breach any laws, codes, contractual obligations or regulations applicable to us or our customers (including conduct infringement or misappropriation of Intellectual Property, trade secrets, confidentiality or proprietary information; or which is fraudulent, unfair, deceptive or defamatory);
  - Engage in any activity/ies or actions that would violate the personal privacy rights of others, including but not limited to, collecting and distributing information about internet users without their permission, except as permitted by Applicable Law;
  - Intentionally omit, delete, forge or misrepresent online information;

- Use Services for any illegal purpose, in violation of Applicable Law or in violation of the rules of any other service provider's websites, chat rooms or the like;
  - Conduct intended to withhold or cloak identity or contact information, registering to use the Services under a fake or false name or identity or using invalid or unauthorized credit cards, debit cards or any other payment instrument in connection with the Services;
  - Use the Services to publish, post, share, copy, store, backup or distribute material that contains Malware or any other similar software or code or combination of codes and programmes that may damage or threaten to damage the operation of the Services or any other Person's device or property;
  - Assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or provide the credentials pertaining to your Customer Account, to any unauthorised Person;
  - Remove or alter any proprietary notices like copyright, trademark notices, legends, etc. from the Services or copy any ideas, features, functions, or graphics of the Services.
  - Reverse engineering, decompiling, except to the extent that such activity is expressly permitted by Applicable Law;
  - Build or assist any Person to build a competitive solution using similar ideas, features, functions, or graphics or design of the Services, or allow any Person or entity that offers or provides services that are competitive to or with our product and services to use or access the Services;
  - Attempt to probe, scan or test the vulnerability of the Services or to breach the security or authentication measures without proper authorization;
  - Modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any content included in the Services;
  - Access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.
  - Any activities during the course of availing the Services from us that directly or indirectly result in our being subjected to criminal investigations by law enforcement authorities.
- b. If you become aware of conduct by any Person using your online facilities, services and/or Customer Account constituting Prohibited Activities, you should use all efforts to remedy such conduct immediately, including, if necessary, limiting or terminating the End User's access to your online facilities.
- c. In the event that we receive any information or a formal complaint alleging that you, your representatives or End Users are engaging in conduct constituting a Prohibited Activity or an Abuse of Service, we will notify you via email of such alleged conduct, requesting you to ensure that the conduct is discontinued immediately. If you fail to discontinue or facilitate the discontinuance of such conduct within a period of 24 (Twenty Four) hours of receiving the email from us, we will be entitled to impose a penalty of INR 5000 (Rupees Five Thousand) or higher per instance of Prohibited Activity or Abuse of Service, continuing beyond such 24 (Twenty Four) hour period,

and the consolidated penalty amount for the defaulting month shall be included in the bill for such month and shall be payable to us as per the applicable payment terms under these Terms. On continuance of Prohibited Activities or Abuse of Service by you, your representatives or End Users beyond the expiry of 24 (Twenty-Four) hours from receipt of the email notification, we will have the right to suspend your Services. If we determine that there is a clear and present danger to us, our other customers or a Third Party due to your participation in any Prohibited Activity while availing the Services, then we, at our sole discretion, shall have the right to immediately suspend/terminate the Services to you without any notification or via a post-facto notification depending on the severity of abuse. We, at our sole discretion, may give you an opportunity to rectify the Prohibited Activity, to our satisfaction, and in such a situation, a repeat default occurrence would result in automatic termination of access to the Services, without prior intimation being provided.

- d. **Abuse of Services:** Any activity/ies by you or facilitated by you, including but not limited to the activities as mentioned herein below, shall be regarded as abuse of service ("**Abuse of Service**").
- Denial of Service (DoS) / Distributed Denial of Service (DDoS). Flooding or overloading the network or network system with large number of communications requests compromises the availability of a network or network service or slows down the response of the network making the network ineffective or less effective.
  - Restricting System Access or Storage: Using any manual or device, whether electronic or not, which limits, denies or restricts the access to a system or storage on a system.
  - Operation of Certain Network Services. Operating network services like, forged headers, open proxies, open VPN, OpenVPN, public VPN services, open mail relays, or open recursive domain name servers, services that facilitate UDP reflection attacks, IP spoofing etc.
  - Monitoring or Crawling. Monitoring or crawling of a system or combination of system and network that impairs or disrupts or leads to malfunctioning of the network or network services being monitored or crawled.
  - Deliberate Interference. Any interference with the proper functioning of any system or network or network services including any deliberate attempt to overload a system by networking scanning using Nmap or similar tools, mail bombing, news bombing, broadcast attacks, or flooding techniques or any other technique which either reduces the performance capacity of a system / network/ network services or results in malfunctioning of system / network/ network services. Any network and security scans for PCI/DSS or certification compliance perspective should be coordinated with managed services team else it shall be treated as abuse of services.
- e. **Cooperation with investigations and proceedings:** You agree that we may permit a relevant Government Authority to inspect Customer Data or usage. For the purpose of such inspection, we may in our sole discretion give reasonable prior notice to you. We may report to appropriate Government Authorities any Customer conduct, which we believe to be violative of Applicable Laws without notice to you. We may respond to any request from a law enforcement agency or regulatory agency, which has been

made in accordance with Applicable Law, regarding any of your conduct, which may be violative of Applicable Laws. Further, the Government Authority may request for cooperation with investigations through any mode of communication, whether in writing or through oral communication, and we shall not be required to produce a copy of the written order of such Government Authority before you.

f. **Consequences of Violations:** We may take actions in case of suspected violations of these Terms, Company Policies etc., including but not limited to any one or more of the following, at our own discretion:

- Written or verbal warning to you;
- Suspend certain access privileges;
- Suspend your Customer Account or Services’;
- Terminate your Customer Account or terminate/de-provision the Services in totality (if applicable); Any termination/deprovisioning of Services may include deletion/de-activation of Customer Account, deletion of all Customer Data including back ups, if any and reallocation of respective Webberstop resources to other customers;
- Bill you for any administrative costs and / or reactivation charges, whether or not mentioned in these Terms;
- Institute any legal proceeding, civil or criminal as the case may be, against you and claim damages, if any, caused due to the breach of these Terms and/or Company Policies;
- Forfeit any amount received as advance or otherwise from you and lying with us in case you provide any false information to us, engage in any prohibited activities as identified in these Terms or violate any provision of these Terms.

We shall have no responsibility to notify you regarding any of the above actions being taken by us against you, on account of suspected violation of these Terms, Company Policies or Applicable Law, by you, your representatives or End Users.

**8.3 Imposition of disproportionate legal, insurance, administrative, governance and any other costs:** We reserve the right to immediately terminate or suspend the Services being rendered to you, for reasons including but not limited to the making of or threatening to make or our perception of a threat of the imposition of disproportionate (in our opinion) legal or other claims in comparison to the cost of Services borne by you, including but not limited to the initiation of an enquiry by a Government Authority against us due to or in relation to your conduct and/or receipt of a legal notice with respect to your conduct.

**8.4 Criminal offense:** Violation of the conditions of use specified in these Terms may constitute a criminal offence under applicable law. You should report to us any information that it may have concerning instances in which the conditions of use under these Terms have been or are being violated.

## 9. FACILITIES

9.1 **Monitoring Equipment:** We will install monitoring equipment or software to monitor your service usage for ensuring quality of service and for billing purposes. The Services can be affected by activities beyond our control even after installation of the equipment or software. We shall have no liability in the event of any loss to you, or your employees,

agents or End Users due to activities, which are beyond our control, including attacks by Malware upon such monitoring equipment or software.

For the purpose of this clause, “**Malware**” shall mean any malicious computer code such as viruses, logic bombs, worms, trojan horses or any other code or instructions infecting or affecting any program, software, client data, files, databases, computers or other equipment or item, and damaging, undermining or compromising integrity or confidentiality, incapacitating in full or in part, diverting or helping divert in full or in part an information system from its intended use.

9.2 **Usage Measurement:** We may, at our discretion, measure the usage of Services which shall include but shall not be limited to any usage artefacts like number of HTTP(s) requests, inbound and outbound data traffic to and from various services, temperature of hardware on which Services are running etc.

9.3 **Service Requests:** You shall raise a service request as per the method intimated by us. We reserve the right to change the method of receiving service requests and any change shall be communicated to you by posting it on the Website. You shall be responsible to ensure that you check the Website from time to time to stay updated on any such communication by us. Currently, service requests can be raised by sending an email to us at [support@webberstop.com](mailto:support@webberstop.com) Execution of service requests by us shall not be undertaken by us unless and until we receive a duly authorised confirmation from your listed technical contact. The name of such technical contact person shall be provided by you to us at the time of sign up/ customer account creation with us or later, via interfaces provided by us on the Website. And in case of any change in the technical contact person, you shall immediately inform us about such change by updating the technical contact details in your Customer Account. We shall not be liable for hardware/software crash or corruption of data due to service requests from you or for such other reasons, which are in our reasonable opinion, beyond our control. Further, we shall not be liable to you for any losses arising out of the initiation of service requests.

## 10. SERVER REBOOTS (ON/OFF)

10.1 You may undertake server on/off actions by yourself via the self-service portal accessible at <https://www.webberstop.com> or such actions may be performed by our team on the receipt of a request from you. On the implementation of a server on/off instruction or any other requests by you in relation to the Services, you shall always ensure that it sets up its service boot order correctly so that the server becomes accessible on reboot. We shall have no liability or responsibility for your failure to properly execute such server on/off actions and the consequent delay in restart of the servers. Further, we shall not be liable to you for any losses including losses due to hardware/software crash or loss of Customer data arising out of such server on/off events and you shall indemnify and hold us harmless against any such claim, action, suit or proceeding arising out of such circumstances.

10.2 We may reboot, physically disconnect and reconnect the servers while undertaking scheduled and/or emergency maintenance. We shall not be responsible for failure of the servers to reboot successfully on account of incomplete filesystem consistency checks run by the operating system, misconfiguration in software due to bugs in the operating system and/or system software accompanying the operating system or manual changes made by us on receipt of a request from you or by you yourself. You shall have to maintain adequate

redundancy of your data/software deployments to ensure that the services rendered by you to your End Users are not unduly impacted or interrupted due to such emergency and/or scheduled maintenance activities performed by us. On completion of a scheduled and/or emergency maintenance activity, we shall make best efforts to notify you of our success or failure of the activity performed. Where required, we shall make best efforts to intimate you of the need to reschedule the maintenance activity. It is clarified that you shall be responsible to verify that your Services have been restored effectively post completion of the scheduled and/or emergency maintenance activity.

## **11. MAINTENANCE AND SUPPORT**

11.1 We shall have the right to conduct routine scheduled maintenance or emergency maintenance of its electrical, software or hardware infrastructure required to operate our Services according to the maintenance schedule posted on the Website or communicated via email to you, to the extent it is deemed by us to be feasible. In the event that a mission critical maintenance situation arises, we may have to perform emergency maintenance at any time without prior intimation to you. During these scheduled and emergency maintenance periods, your equipment may be unable to access the Services and you may be unable to access Customer Data and the Services on our cloud computing platform. You agree to co-operate with us during the scheduled and emergency maintenance periods. Where a server is not able to successfully boot up due to malfunction in the operating system or software, software misconfiguration, any software/hardware related issues such as filesystem and/or database inconsistency or load times and/or checks taking undue amount of time and failing to complete, we shall not be liable for any resulting downtime in excess of the maintenance routine estimate.

11.2 We will undertake best efforts to provide you round the clock support, monitoring, fault reporting and maintenance of the networks and systems at Webberstop. We shall provide warranty support for the equipment supplied by us, subject to the terms and conditions of the equipment's manufacturer. It is clarified that we will not perform maintenance of any hardware problems in any equipment, which is not provided by us.

## **12. TERMS OF FREE TRIAL**

12.1 The terms of these Terms as well as any other terms stated to be applicable to the use of the Services shall govern 'free trial facility' being offered by us.

12.2 We shall have the discretion to grant a free trial facility to any potential customer and shall be entitled to do so on the basis of an evaluation of the specific service sought from us and such potential customer's needs. The period for which free trial facility is granted by us shall be at our discretion and may change from case to case.

12.3 We shall make best efforts to grant free trial facility within a period of 7 (Seven) days from receiving a request for the same from a potential customer.

12.4 We reserve the right, in our absolute discretion, to cancel or modify the free trial facility offered to you, at any time without prior notice.

12.5 In the event that it is brought to our notice that any activity that constitutes a violation of these Terms is undertaken by you, we shall have the right to immediately cancel the free trial facility without prior notice to you.

12.6 Notwithstanding the other provisions of these Terms, any liability(ies) arising out of or in connection with your use of the free trial facility, shall be solely and totally borne by you,



and neither us, nor our representatives shall be liable for any claim, loss, damages, fine, penalty, fee, charge, cost or any expense of any nature arising due to your use of the free trial facility (including use by your representatives).

### **13. LIMITATION OF LIABILITY**

13.1 IN ANY EVENT, OUR AFFILIATES' AND OUR LICENSORS' CUMULATIVE LIABILITY TOWARDS YOU OR ANY OTHER PARTY, IF ANY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF THE SERVICES OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU, PURSUANT TO AN INVOICE RAISED BY US FOR ONE MONTH, IN THE MONTH PRIOR TO THE MONTH ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. EXCEPT TO THE EXTENT SET FORTH IN THE SERVICE LEVEL AGREEMENT, WE SHALL HAVE NO LIABILITY SHOULD THERE BE ANY DELAY IN THE RENDERING OF THE SERVICE.

13.2 IN NO EVENT SHALL WE BE LIABLE TO YOU, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE USE, OR LOSS OF USE OF THE SERVICES, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SUBSEQUENT OR OTHER COMMERCIAL LOSS, OR FOR ANY OTHER REASON OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **14. LIMITED WARRANTY**

14.1 WE REPRESENT THAT WE SHALL MAKE BEST EFFORTS TO PROVIDE THE SERVICES IN COMPLIANCE WITH OUR SERVICE LEVEL AGREEMENT. EXCEPT FOR THIS WARRANTY, WE DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WE SPECIFICALLY DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO THE ACCURACY, DEPENDABILITY, PRIVACY, SECURITY, AUTHENTICITY OR COMPLETENESS OF DATA TRANSMITTED OVER THE INTERNET, OR ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT CAUSED OR PERMITTED BY OR INTRODUCED THROUGH THE INTERNET OR THE SERVERS UPON WHICH THE SERVICES ARE PROVIDED. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE FIREWALL, PASSWORD AND OTHER SECURITY MEASURES TO PROTECT ITS SYSTEMS, DATA AND APPLICATIONS FROM UNWANTED INTRUSION, WHETHER OVER THE INTERNET OR BY OTHER MEANS.

## 15. CONSIDERATION

- 15.1 **Escalation of charges.** We reserve the right to revise the prices of any existing service plan and/or discontinue any existing plan or change its features, at our discretion. In case of any change in the service plan and /or service fee applicable to you, or if we discontinue any existing plans being billed to you, we will, to the extent deemed feasible, notify you of the same by email.
- 15.2 All payments shall be made by direct transfer (NEFT/RTGS), cheque or demand draft, drawn in favour of 'Webberstop India Private Limited' payable at New Delhi and no outstation cheques shall be accepted. You may also pay online from your Customer Account at 'Funds' using options namely net banking, credit card, debit card, standing instructions or autopay on debit/credit cards. We, as a merchant, shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any transaction on your bank account, on account of having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time. All invoices raised against you will be due and payable as per the due dates / credit terms mentioned in the invoice and you will be liable to pay interest at the rate of one and half percent (1.5%) per month on all overdue and unpaid invoices, commencing from the due date of such payment until the date of actual receipt of the payment of the outstanding amount by us.
- 15.3 We may use third-party payment processors/payment gateway partners to receive payment through the payment account(s) linked to your Customer Account. The processing of these payments may be subject to the terms, conditions and policies of the respective payment gateway partner in addition to these Terms. You acknowledge that we are not responsible for the acts or omissions of the payment gateway partners.
- 15.4 If you fail to pay amounts due under the invoices raised by us by the respective due dates, then we will be entitled to take suitable legal action in accordance with Applicable Law against you to recover outstanding dues on invoices. You will be additionally liable to reimburse us for all costs of collection incurred by Webberstop hereunder, including but not limited to legal fees paid to an attorney.
- 15.5 If any amount is withheld by you from payments due to us pursuant to any statutory requirement, you should remit such amount to the appropriate Government Authorities and promptly furnish signed documentary evidence/certificate supporting such withholding to us, that is sufficient for us to claim tax credit from the relevant Government Authorities on a quarterly basis for full withheld amount. Kindly note that TDS certificates are required to be uploaded for every quarter. Certificates for quarters ending in June, September, December, and March need to be shared on [billing@webberstop.com](mailto:billing@webberstop.com) email id by 20th August, 20th November, 20th February, and 20th June respectively. Please note that No TDS certificates for the previous financial year will be accepted if uploaded after 30th June of the current financial year. For example, all certificates for the financial year 2023-24 should be uploaded no later than 30th June 2024.

If you fail to share the signed certificate/documentary evidence within the timelines mentioned above, then the whole withheld amount shall be treated as a short payment

on the respective invoice(s) and you will be liable to pay the withheld amount to us immediately on expiry of the above mentioned timelines to furnish such evidence. If you neither submit the signed TDS certificate nor pay us such withheld amount, we will have the right to suspend and/or de-provision the Services being provided to you after sending you a notice via email.

- 15.6 We shall have the right to require you to pay the full invoice amount along with applicable TDS (if any) and you will have the right to claim a refund of the requisite TDS amount paid to us on submitting the required duly signed TDS certificate(s), within the statutory timelines. If the duly signed TDS certificate required by us under Applicable Law to claim tax credit is not submitted by you to us, within the statutorily specified timelines, we shall not be bound to refund the TDS amount to you.
- 15.7 All fees payable by you shall be exclusive of goods and services tax ("GST"). We may charge and you will be required to pay GST and/or other taxes applicable to all payments required to be made toward our Services. Notwithstanding that you may be entitled to any exemptions or benefits under Applicable Law, we shall be entitled to charge GST in our invoices and you shall be liable to pay the entire amount as per the due date specified therein.
- 15.8 The Customer shall be responsible to provide valid GSTN in their Customer Account (<https://www.webberstop.com>), if they are registered under the GST regime. If the GSTN provided by a customer is found to be inactive /cancelled/suspended at the time of Invoice generation or during the filing of GST returns by Webberstop, then Webberstop shall remove such invalid GSTN and the services provided to the Customer shall be considered as being provided to unregistered recipients.

Webberstop shall not be held liable for loss of input credit or any other loss incurred by the Customer, if the Customer fails to update valid GSTN in its Customer Account before Invoice generation.

If your payment on any invoice raised by us is not received by us on account of disruption in banking services for whatever reason (whether or not beyond your control), we shall be entitled to suspend and further de-provision your services.

## **16. CONFIDENTIALITY**

You should safeguard and keep confidential Webberstop's Confidential Information using measures that are equal to the standard of care used by you to safeguard your own Confidential Information of comparable value, but in no event less than reasonable care. You should not use our Confidential Information for any purpose except to implement your rights and obligations under these Terms and as otherwise expressly contemplated by these Terms.

## **17. SECURITY AND DISCLOSURE OF CUSTOMER DATA**

- 17.1 **Security Measures:** You will be solely responsible to patch your systems regularly with security updates of operating systems, web server/DB or any other software in use on servers/services, maintain highest levels of input sanitation on your web applications and in general keep any protected data encrypted. Further, you should take reasonable security measures to ensure protection of Customer Data stored on our cloud servers

linked to your Customer Account. We will on a best-efforts basis, implement reasonable and appropriate measures designed to help you secure your Customer Data against accidental or unlawful loss, access or disclosure.

However, you shall remain responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection and backup of your Customer Data, which may include the use of encryption technology to protect your data from unauthorized access and routine archiving your data. We do not promise to retain any preservations or backups of your Customer Data. You are solely responsible for the integrity, preservation and backup of your Customer Data, regardless of whether your use of Services includes a Webberstop backup feature or functionality, and to the fullest extent permitted by law, we shall have no liability for any data loss, unavailability, or other consequences related to the foregoing.

We are not responsible or liable to make available data lost due to hardware failure or any other reason. While we will make our best efforts to help you retrieve your Customer 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 will help you restore your Customer Data, from one of the available recovery point objectives, to the newly provisioned compute node (at your option), on a best- efforts delivery basis.

- 17.2 **Disclosure of Customer Data.** Notwithstanding that we may have access to the servers allocated to you for availing the Services, we do not by default maintain copies of Customer Data and/or logs of Customer activities on our platform or servers, unless expressly mandated by Applicable Law. Further, we will not disclose Customer Data to any Third Party, unless required to do so for the purpose of providing the Services to you or pursuant to an order or demand duly made by a Government Authority. We will not be under any responsibility to notify you of any such demand or order for disclosure of your Customer Data or provide proof of such demand or order to you.

## **18. SUSPENSION OF SERVICES**

- 18.1 We may, in our sole discretion, suspend the Services, in whole or in part, without liability if (i) you fail to pay the Fees/Charges due and payable to us by the due date or credit term mentioned in the invoice/reminder emails, (ii) you are an Infra Credit Prepaid Customer and you run out of infra credits on your Customer Account (iii) you or your End User is in violation of these Terms and/or the Company Policies, (iv) you fail to reasonably cooperate with our investigation of any suspected breaches of these Terms, (v) we reasonably believe that our cloud platform has been accessed or manipulated by a Third Party without your consent or our consent, (vi) we reasonably believe that suspension of the Services is necessary to protect our environment generally, (vii) you or your End User is in breach of provisions of Clause 8 and its sub-clauses, (viii) we are obligated to suspend Services pursuant to a subpoena, court order or otherwise as required by Applicable Law or by an order of a Government Authority made in accordance with Applicable Law, whether in writing or by oral communication, (ix) you or your End User's use of or access to the Services poses a security risk to us, the Services or to any Third-Party, or is fraudulent, and/or (x) you have ceased to operate in the ordinary course, or made an assignment for

the benefit of creditors or effected a similar disposition of assets, or have become the subject of any insolvency, reorganization, liquidation or similar proceeding.

- 18.2 If we are providing the servers, we may restrict access to Customer Data stored on our servers during any suspension of Services. We may, in our sole discretion, give you reasonable advance notice of a suspension under this Clause and a chance to cure the grounds on which the suspension is based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter, contemporaneous or no notice is necessary to protect ourselves or our other customers from operational, security, or other risks or if such suspension is ordered by a court or other judicial body of competent jurisdiction or a Government Authority.
- 18.3 In the event of any suspension of services pursuant to clause 18, Payments to be made for the reactivation of services shall, in addition to the outstanding amount of the invoice, include the following:-
- Payment for invoices that are not due but have been raised and sent to you.
  - Any amount deducted by you in lieu of TDS for which you have not yet provided a signed TDS certificate/ documentary proof to our satisfaction.
  - Reactivation fees as determined by us at the discretion of Webberstop.
  - Interest at the rate of one and half percent (2%) per month on all overdue and unpaid invoices, calculated on a day to day basis commencing from the due date of such payment until the date of actual receipt of the payment of the outstanding amount to us.
- 18.4 You will remain responsible for all fees and charges that you have incurred till the date of De-Provisioning of Services irrespective of whether or not you have used the Services or even if the servers were in a suspended state.
- 18.5 At our sole discretion, we may disable your access to the Services, including your access to Customer Data as a consequence of the suspension of Services, and we will not be liable to you for any damages or losses, whether direct or indirect, that you may incur as a result of such suspension.
- 18.6 If you have multiple accounts, any suspension of Services pursuant to Clause 18.1 shall be grounds to suspend access to all customer accounts at our sole discretion. Further, if you have multiple accounts, then we will have the right to adjust outstanding payments not paid within due dates by you in respect of one Webberstop account with credit balances lying in other Webberstop accounts.
- 18.7 We shall have the right to suspend the Services being rendered to you after providing notice in this regard if we suspect that you/your Customer Account is linked in any manner with another customer account that has been suspended pursuant to the provisions of Clause 18.1.
- 18.8 In the event suspension of services is for the reasons specified in Clause 18.1, Webberstop will not guarantee and will not be responsible/liable for the availability of the data and files of the Customer after such suspension. Webberstop shall not be held liable for any loss of data, content or files of the Customer upon such suspension.

18.9 The Services once suspended by us due to non-payment of any outstanding dues by the due date mentioned on the invoice, shall be restored only when the outstanding payment is credited in our bank account. If you pay the outstanding balance or dues for the Services availed through an online payment gateway, payment shall be deemed to be made only on receipt of payment by us and its corresponding confirmation by the payment gateway. If we do not receive the payment and valid confirmation of payment duly made from the payment gateway, you will be required to pay the dues to avoid suspension/de-provisioning of Services or to revoke suspension of Services, as the case may be. You acknowledge that it may take upto 48 (Forty-Eight) hours for the Services to be reactivated properly post receipt of payment from you, where your access to the Services have been suspended.

18.10 **Consequences of deprovisioning of Services.** Where the servers are provided by us, we reserve the right to De-Provision all or part of Services provided by Webberstop including deprovisioning of committed instances, at any time after their suspension due to non-payment of outstanding dues and/or for other reasons pursuant to Clause 18.1.

It is hereby clarified that while suspending and/or de-provisioning services pursuant to reasons stated in clause 18.1, Webberstop reserves the right to suspend/de-provision all services including but not limited to suspension/de-provisioning of committed instances/paid services. Further, no refund shall be due to the Customer in case de-provisioning is initiated by the Webberstop pursuant to clause 18.

After De-Provisioning, the running subscribed services will be decommissioned, all of the Customer Data on servers including backups, if any, will be deleted and will no longer be available and resources allocated to you will be released.

18.11 IN THE EVENT WE TAKE ANY ACTION PURSUANT TO THIS CLAUSE, WE SHALL HAVE NO LIABILITY TOWARDS YOU OR ANYONE CLAIMING BY OR THROUGH YOU. NOTHING HEREIN SHALL PRECLUDE YOU FROM PURSUING OTHER REMEDIES AVAILABLE BY STATUTE OR OTHERWISE PERMITTED BY APPLICABLE LAW.

## 19. INDEMNIFICATION

19.1 You shall defend, indemnify and hold harmless the Indemnified Parties, from and against any and all Claims and/or Losses arising out of or relating to (i) breach of these Terms by you, your representatives or End Users, or (ii) violation of the Company Policies or Applicable Law by you, your representatives or End Users, (iii) non-payment of applicable taxes including but not limited to GST, TDS or any other form of taxes levied by any Government Authority from time to time on you, (iii) breach of security measures by you, your representatives or any End User, (iv) a dispute between you and your End User, (v) alleged infringement of Third-Party IPRs by the Customer Data. Your obligation under this Clause 19.1 shall extend to Claims arising out of acts or omissions by your employees, End Users and any Person who gains access to the Services as a result of your failure to use reasonable security measures.

## 20. TERMINATION

- 20.1 If you want to terminate/de-provision our Services, you should write to us a [support@webberstop.com](mailto:support@webberstop.com) for manually provisioned services or in case of Services availed through Self Service Portal, you may terminate/de-provision the same by accessing your Customer Account at <https://www.webberstop.com>
- 20.2 If you fail to make due payments on any invoice(s) raised by us as per the due dates mentioned on the invoice/reminder emails or if you fail to deposit the TDS to the appropriate Government Authority and fail to provide us a duly signed TDS certificate within statutory timelines, we retain the right to suspend and deprovision the Services.
- 20.3 We shall have the right to terminate your access to the Services at our sole discretion at any time, without any notice to you, if we are of the opinion that you have used the Services (a) fraudulently, unlawfully or abusively, (b) any such usage of the Services by you is in breach of Applicable Laws, (c) you have committed material breach of these Terms, or (d) for any reason whatsoever, if we are of the opinion that your use of the Services poses risk to us, our Services, our resources or other Webberstop customers. Where your default is on the ground of violation of these Terms, we may, at our sole discretion, allow you an opportunity to cure your breach, and if you fail to cure such breach within such number of days as may be notified by us, **or 30 (thirty) days (where it is not specified), we shall have the right to terminate the Services immediately.**
- 20.4 We may terminate the Services, at our sole discretion at any time, without any notice to you, if you have ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or effected a similar disposition of its assets, or have become the subject of any insolvency, reorganization, liquidation or similar proceeding.
- 20.5 **Effects of Termination.**
- On termination of Services, we will remove all of your electronically stored data from our facilities, including all Customer Data and backups, if any, and this shall not give rise to any liability towards you.
  - If we are providing the servers, we reserve the right to re-format/delete/de-provision/remove any servers, virtual or physical, for freeing up resources for use by other Webberstop customers.
  - You shall remain responsible for all fees and charges till the date of deprovisioning of respective services irrespective of whether you have used them or not.
  - You should immediately return or, if instructed by us in writing, destroy all Confidential Information pertaining to us, in your possession.
  - All provisions that by their nature are intended to survive any termination of Services shall survive.
- 20.6 **Handover of data:** Upon termination, we may at our sole discretion, assist you in transitioning Customer Data to an alternative technology or cloud service provider, for an additional charge and under separately agreed terms.

## 21. PROPRIETARY RIGHTS

We or our licensors own all rights, title, and interest in and to the Services and underlying software, and all related technology and IPRs. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services. Further, you acknowledge that we will be required to use your logo, trademark and entity name for the limited purpose of identifying you in our records, marketing materials, the Website and client database. You hereby grant us permission to include your name, logos, and trademarks in our clientele, promotional and marketing materials and communications.

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Websites and Services (“**Feedback**”) then you hereby grant to us an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Website and Services and create other products and services.

## 22. COMPLIANCE WITH LAWS:

The customer shall comply with all applicable laws, regulations and guidelines issued by any Government Authority including but not limited to the ones issued by Ministry of Electronics and Information Technology (“Meity”) and The Indian Computer Emergency Response Team (“CERT In”) from time to time.

For the purpose of this agreement, “**Government Authority**” shall mean:

- a) Indian government or foreign, federal, state, territorial or local which has jurisdiction over Webberstop;
- b) a department, office or minister of a government acting in that capacity; or
- c) a commission, agency, board or other governmental, semi-governmental, judicial, quasi-judicial, administrative, monetary or fiscal authority, body or tribunal.

22.1 The customer shall be governed by the following sections and in case of breach will be liable for the punishment accordingly:

### a) **Information Technology (IT) Act, 2000:**

- 6A. Delivery of services by service provider. —
  - (1) The appropriate Government may, for the purposes of this Chapter and for efficient delivery of services to the public through electronic means authorise, by order, any service provider to set up, maintain and upgrade the computerised facilities and perform such other services as it may specify, by notification in the Official Gazette  
Explanation. — For the purposes of this section, service provider so authorised includes any individual, private agency, private company, partnership firm, sole proprietor firm or any such other body or agency which has been granted permission by the appropriate Government to offer services through electronic means in accordance with the policy governing such service sector.
  - (2) The appropriate Government may also authorise any service provider authorised under sub-section (1) to collect, retain and appropriate such service charges, as may be prescribed by the appropriate Government for the purpose of providing such services, from the person availing such service.
  - (3) Subject to the provisions of sub-section (2), the appropriate Government may authorise the service providers to collect, retain and appropriate service charges under this section notwithstanding the fact that there is no express provision



under the Act, rule, regulation or notification under which the service is provided to collect, retain and appropriate e-service charges by the service providers.

(4) The appropriate Government shall, by notification in the Official Gazette, specify the scale of service charges which may be charged and collected by the service providers under this section: Provided that the appropriate Government may specify different scale of service charges for different types of services.]

- Section 67: Deals with publishing or transmitting obscene material in electronic form. The punishment for the same amounts to imprisonment of either description for a term which may extend to three years and with fine which may extend to five lakh rupees and in the event of second or subsequent conviction with imprisonment of either description for a term which may extend to five years and also with a fine which may extend to ten lakh rupees.
- Section 67A: Pertains to publishing or transmitting sexually explicit material in electronic form. The punishment concerning such offence on first conviction amounts to imprisonment of either description for a term which may extend to five years and with fine which may extend to ten lakh rupees and in the event of second or subsequent conviction with imprisonment of either description for a term which may extend to seven years and also with fine which may extend to ten lakh rupees.
- Section 67B: Addresses the publishing or transmitting of material depicting children in sexually explicit acts in electronic form. An offender is liable for punishment on first conviction with imprisonment of either description for a term which may extend to five years and with fine which may extend to ten lakh rupees and in the event of second or subsequent conviction with imprisonment of either description for a term which may extend to seven years and also with fine which may extend to ten lakh rupees.
- **Impersonation on the Platform:** Prohibition of impersonating any person or entity or falsely claiming an affiliation with a person or entity. Whereby Section 419 IPC, 1860 deals with fraud such as committing the crime of password theft for impersonating and collecting data for personal benefit. According to this Section, "Whoever cheats by personation shall be punished with imprisonment of either description for a term which may extend to three years, or with fine, or with both."
- **Data Breach or Hacking:** Users are not allowed to attempt unauthorized access to other user accounts, manipulate the app's code, or engage in any form of hacking or data breach.

Section 43 and Section 66 of the Information Technology Act, 2000 cover the civil and criminal offenses of data theft and hacking respectively. According to Section 66 of the IT Act, the following are the essentials for an offense to count as hacking:

- i. There should be the malicious intention of the accused to tamper or break into the computer of the other person and steal or destroy its data or sources.
- ii. A wrongful act or damage to the data must be done according to the wrong intention.

**b) The Copyright Act,1957**

- **Copyright Infringement:** Customers must not upload, share, or create content that violates the copyrights, trademarks, or intellectual property rights of others. **Section 51 of The Copyright Act, 1957** specifies when a copyright is infringed. According to Section 51 of the Act, Copyright is deemed to be infringed if:
    - i. A person without obtaining the permission of the copyright holder does any act which only the copyright holder is authorized to do.
    - ii. A person permits the place to be used for communication, selling, distribution or exhibition of an infringing work unless he was not aware or has no reason to believe that such permission will result in the violation of copyright.
    - iii. A person imports infringing copies of a work
    - iv. A person without obtaining the authority from the copyright holder reproduces his work in any form.
  
  - **Section 63 of The Copyright Act, 1957** shall be applicable in case of commission of such above-stated offense. Any person who knowingly infringes or abets the infringement of—(a) the copyright in a work, or (b) any other right conferred by this Act except the right conferred by section 53A, shall be punishable with imprisonment for a term which shall not be less than six months but which may extend to three years and with fine which shall not be less than fifty thousand rupees but which may extend to two lakh rupees.
- c) **Indian Penal Code,1860**
- **Hate Speech and Harassment:** Prohibition of content that includes hate speech, threats, harassment, discrimination, or promotes violence against individuals or groups based on race, ethnicity, religion, gender, sexual orientation, disability, etc. Section 153A IPC, 1860 attempts to punish those who engage in promoting any kind of enmity among different groups based on religion, caste, race, place of birth or residence, or even language. The provision puts liability on those who-
    - A) Spread enmity in the form of words (spoken or written), visual representations, and signs to cause disharmony, hatred or disturbance among people belonging to different groups, religions, castes or communities.
    - B) Spread disharmony and disturb the public tranquillity of the people belonging to different racial and religious groups.
    - C) Aid in the organizing of certain movements, and drills that encourage as well as train the participants of such movements to use criminal force and violence upon people belonging to other racial and religious groups and communities.
    - D) Considering the serious nature of this offense, the accused shall be entitled to a punishment of imprisonment that may extend up to three years or a fine or both.

### 23. COMPLIANCE WITH CERT-IN DIRECTIONS

The customer hereby agree and warrant to comply with the following directions contained in Cert In directions dated April 28, 2022 and produce the relevant records as when asked by the Company pursuant to any verbal or written order of a Government authority:-

- 23.1 customer agree to enable logs of all their ICT systems and maintain them securely for a rolling period of 180 days and the same shall be maintained within the Indian jurisdiction.

23.2 customer agree to maintain the following accurate information which must be maintained by them for a period of 5 years or longer duration as mandated by the law after any cancellation or withdrawal of the registration as the case may be in respect of the end-users of services provided by Webberstop:-

- a. Validated names of subscribers/customers hiring the services
- b. Period of hire including dates
- c. IPs allotted to / being used by the members
- d. Email address and IP address and time stamp used at the time of registration / on-boarding
- e. Purpose for hiring services
- f. Validated address and contact numbers
- f. Ownership pattern of the subscribers / customers hiring services

**24. OTHER OBLIGATIONS OF CUSTOMERS:-**

24.1 The customer shall provide the services only to the following type of users:-

- a) End Users:- End users shall mean those individuals or entities who are taking services for their own use and shall exclude customers who offer Cloud Infrastructure Services or similar services like WebHosting to their clients.
- b) Managed Service Providers (MSPs):- The Customer can provide the services to MSPs who are not end users but manage infrastructure for their clients.

24.2 Customers are not allowed to provide Webberstop services/Infrastructure to any customer located outside India.

24.3 Customers shall ensure that all its end-users directly or indirectly using Webberstop services are bound by Terms of Service similar to that of Webberstop Terms of Services and that all provisions of Webberstop Terms of Services are complied by all its end-users.

24.4 In case of any seizure of hardware provided by Webberstop to customer by any Government Authority, for the purpose of an investigation against customer, its agents or End Users, or for any other purpose as per the requirement of the Government Authority, the customer shall be liable to pay, without any protest or demur, upfront the amount decided by Webberstop, in its sole discretion, as (i) The cost of storage which is used by Webberstop to provide requested data or information to the Government Authority, and (ii) the cost of server or equipment seized by the Government Authority, and (iii) the cost of effort made by Webberstop professionals to arrange/provide the requested data including transportation cost if any.

24.5 Prohibited Activities/Workloads

The customer agree and warrant that customer will ensure that Webberstop infrastructure or services are not being used by any of its end-users for prohibited activities including but not limited to the following:-

- a) Crypto-currency
- b) Adult sites
- c) Chance based gaming
- d) VOIP Solutions
- e) UDP Based Gaming
- f) Reseller Hosting
- g) Use, provisioning or enablement of any software or techniques for anonymization specifically used to hide end-user real IP address for posting or publishing any content or

performing any interactions with third parties where identification is generally required is prohibited including but not limited to use of VPN software like Open VPN, OpenVPN, proxy software, public VPNs, Tor nodes, torrent nodes etc.

However, anonymization can be used on datastores where anonymization is specifically required to meet the requirements of the law

h) Un-managed Shared Hosting

**The above is not a comprehensive list of prohibited activities and all activities as prohibited by law or under Webberstop Terms of Services shall be considered as prohibited activities for the purpose of this clause.**

## 25. INDEMNITY

25.1 You shall defend, indemnify, and hold harmless the Company, its affiliates/subsidiaries/joint venture partners and each of its, and its affiliates'/subsidiaries/joint venture partners' employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) Your use or misuse of, or access to, the Services, Software and Platform; or (ii) Your violation of the Terms and Conditions; or any applicable law, contract, policy, regulation or other obligation including that of the Third Party Platforms. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with Us in connection therewith.

25.2 Webberstop does not provide any representation or warranty in respect of any products or services provided by others. Webberstop shall have no obligation for loss, liability or damage which results because

- a. Customer fails to utilize, operate or maintain the Services or any materials or equipment in connection with the Services in accordance with (i) applicable law and generally approved industry practices or (ii) the provisions of this Agreement or (iii) the provisions of any storage, operating or maintenance instructions furnished to Customer or (iv) data loss or business loss due to disaster or cyber-attacks (force majeure clause applies)
- b. Customer breaches applicable law. Customer agrees to indemnify WSIPL against any loss, liability, harm or damage that WSIPL may suffer as a result of Customer's failure or breach as described in this clause.

## 26. MISCELLANEOUS

26.1 **Entire Agreement** :These Terms, together with Company Policies and any other documents expressly referred herein, constitute the entire understanding between the parties with respect to the subject matter hereof. In addition, the terms and conditions as set forth in any invoice, or any other official communications in writing between you and us, including payment reminders and suspension emails, shall also be binding on you.

26.2 **Force Majeure**: We will not be responsible for the delays or damages that may occur due to any act, omission or delay caused by a Force Majeure Event. We will be entitled to discontinue the Services with immediate effect on the occurrence of a Force Majeure Event, if in our opinion we are unable to continue to provide the Services as per these Terms.

- 26.3 **Email Communication:** You agree that any notices, agreements, disclosures, or other communications that we send to you electronically through email will satisfy any legal communication requirements, including that those communications be in writing. You agree to receive such electronic notices from us, which will be sent by email to the email address then associated with your Customer Account. You are responsible for ensuring that the email address associated with your Account is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.
- 26.4 **Relationship of the Parties:** The parties are independent contractors. These Terms does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
- 26.5 **Assignment:** You may not assign, transfer or delegate any of your rights and obligations under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign, transfer or delegate our rights and obligations under these Terms without notice or consent.
- 26.6 **No Waiver:** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 26.7 **Severability:** If any part of these Terms is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 26.8 **Non-Solicitation:** You for any reason, shall not, directly or indirectly solicit our employees who are on our panel/rolls to leave their respective employment/business engagements during the period you are using the Services and for 2 (two) years after the termination of Services.
- 26.9 **Governing Law:** These Terms shall be governed and constructed in accordance with the Applicable Laws of India. Subject to the Clause 22.10 below, the courts at New Delhi shall have exclusive jurisdiction over any of the disputes arising out of or in relation to these Terms.
- 26.10 **Dispute Resolution:** In the event of any dispute, claim or controversy arising under, or in relation to these Terms, such dispute shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be settled by a sole arbitrator to be appointed by the parties to the dispute and the seat of arbitration shall be New Delhi, India. The arbitration award shall be final and binding on the Parties and shall be enforceable in any competent court of law.

## **27. COMPLIANCE WITH CERT-IN DIRECTIONS**

The customer hereby agree and warrant to comply with the following directions contained in Cert In directions dated April 28, 2022 and produce the relevant records as when asked by the Company pursuant to any verbal or written order of a Government authority:-

27.1 customer agree to enable logs of all their ICT systems and maintain them securely for a rolling period of 180 days and the same shall be maintained within the Indian jurisdiction.

27.2 customer agree to maintain the following accurate information which must be maintained by them for a period of 5 years or longer duration as mandated by the law after any cancellation or withdrawal of the registration as the case may be in respect of the end-users of services provided by Webberstop:-

- g. Validated names of subscribers/customers hiring the services
- h. Period of hire including dates
- i. IPs allotted to / being used by the members
- j. Email address and IP address and time stamp used at the time of registration / on-boarding
- k. Purpose for hiring services f. Validated address and contact numbers
- l. Ownership pattern of the subscribers / customers hiring services

## **28. OTHER OBLIGATIONS OF CUSTOMERS:-**

28.1 The customer shall provide the services only to the following type of users:-

- c) End Users:- End users shall mean those individuals or entities who are taking services for their own use and shall exclude customers who offer Cloud Infrastructure Services or similar services like WebHosting to their clients.
- d) Managed Service Providers (MSPs):- The Customer can provide the services to MSPs who are not end users but manage infrastructure for their clients.

28.2 Customers are not allowed to provide Webberstop services/Infrastructure to any customer located outside India.

28.3 Customers shall ensure that all its end-users directly or indirectly using Webberstop services are bound by Terms of Service similar to that of Webberstop Terms of Services and that all provisions of Webberstop Terms of Services are complied by all its end-users.

28.4 In case of any seizure of hardware provided by Webberstop to customer by any Government Authority, for the purpose of an investigation against customer, its agents or End Users, or for any other purpose as per the requirement of the Government Authority, the customer shall be liable to pay, without any protest or demur, upfront the amount decided by Webberstop, in its sole discretion, as (i) The cost of storage which is used by Webberstop to provide requested data or information to the Government Authority, and (ii) the cost of server or equipment seized by the Government Authority, and (iii) the cost of effort made by Webberstop professionals to arrange/provide the requested data including transportation cost if any.

28.5 Prohibited Activities/Workloads

The customer agree and warrant that customer will ensure that Webberstop infrastructure or services are not being used by any of its end-users for prohibited activities including but not limited to the following:-

[Confidential]

- i) Crypto-currency
- j) Adult sites
- k) Chance based gaming
- l) VOIP Solutions
- m) UDP Based Gaming
- n) Reseller Hosting
- o) Use, provisioning or enablement of any software or techniques for anonymization specifically used to hide end-user real IP address for posting or publishing any content or performing any interactions with third parties where identification is generally required is prohibited including but not limited to use of VPN software like Open VPN, OpenVPN, proxy software, public VPNs, Tor nodes, torrent nodes etc.

However, anonymization can be used on datastores where anonymization is specifically required to meet the requirements of the law

- p) Un-managed Shared Hosting

**The above is not a comprehensive list of prohibited activities and all activities as prohibited by law or under Webberstop Terms of Services shall be considered as prohibited activities for the purpose of this clause.**

The Parties hereto have executed this Agreement on the date set forth below.

**SIGNED, SEALED AND DELIVERED BY:**

For and on behalf of <b>Webberstop India Private Limited:</b>	For & on behalf of _____
Name :	Name :
Designation:	Designation :
Date:	Date:
Place:	Place: