

THIS TMC CUSTOMER AGREEMENT (“AGREEMENT” OR “CUSTOMER AGREEMENT”) IS A BINDING AGREEMENT BETWEEN TABSLOGIC TECHNOLOGIES PRIVATE LIMITED (collectively referred to as “TTPL,” “party,” “us,” “we,” or “our” or “Company) AND YOU AND, IF APPLICABLE, THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT (COLLECTIVELY, “YOU”). In order to Place an order with this Company, you must read and agree to the following Terms of Service and Use, including the Company’s

- a) PRIVACY POLICY (the “Privacy Policy”),
- b) THE TERMS OF USE (The “Terms Of Use”),
- c) USAGE TERMS (The “Usage Terms”)
- d) SERVICE LEVEL AGREEMENT (The “SLA”), and any future amendments (collectively the “Agreement”).

BY CLICKING THE “AGREE” BUTTON FOR THIS AGREEMENT OR ACCEPTING ANY MODIFICATION TO THIS AGREEMENT IN ACCORDANCE WITH SECTION 2 BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE “YOU” SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST CLICK ON THE DISAGREE BUTTON AND YOU MAY NOT USE THE SERVICES.

Welcome to **TABSLOGIC TECHNOLOGIES PRIVATE LIMITED** “TTPL”!!!

We value our relationship with you and always endeavor to provide better services and to strengthen our ties in the years to come. In order to avail our services you must first read and understand the terms and conditions mentioned below.

1. Services

- The services provided by TTPL will be covered under this agreement unless stated otherwise. These services include, but not limited to, Web Hosting (“Hosting”), Domain Name Services (collectively called as “Domain”), and Cloud Services (“Cloud”).
- Our services may be offered to you directly or via a third party. If you wish to use any of our services, you will need to accept this agreement or any other agreement as provided by the third party.

1.1 Domain Services

- Domain Name Services namely, Domain Name Registration, Domain Name Transfer, Domain Name Renewal, Bulk Transfer, Bulk Renewal, and Domain Name Suggestion, are all services, but not limited to, come under “Domain” Service. These services are offered to you by TTML and are available for a price as listed in our website. The price may change from time to time.
- The Domain Name registration process does not get completed unless you pay the stipulated fee as mentioned in our website. If, by any reason, the Domain Name does not get registered due to non-payment or non-availability, we should not be held liable for the same.

1.2 Web Hosting Services

- Shared Hosting, Email Hosting, Dedicated Servers and other hosting services offered by TTPL are all services, but not limited to, come under “Web Hosting” service.
- The Web Hosting provided by TTPL uses Servers that are fully managed and is the properties of the company. By no means, are we selling these servers permanently to you or your organization. We offer hosting services that

allow you to use partial or full server for a stipulated time for a stipulated fee. The use of these servers is limited as described in Section 6 & 7.

1.3 Cloud Services

- Cloud Hosting, Cloud Servers, Virtual Private Network, Content Delivery Network, Saas, Paas, Cloud Data Storage, and Cloud Database, are all services, but not limited to, come under “Cloud” services.

2. Uptime, Downtime & Maintenance

2.1. Downtime

- With guarantee a monthly uptime of minimum 99.9% on our servers If, in case, the servers are down for more than the stipulated time, you are eligible for a service credit on request. Please see section 2.2 for more details.

2.2. Uptime

- We guarantee an uptime of 99.9% availability per month. If the servers are down for more than the stipulated time, you will be liable to a service credit, on request, of one day hosting for every hour the server was down.
- For the month in which the uptime guarantee was not met, you should send a credit request to the Billing Department via an email addressed to support@tablogic.com and billing@tablogic.com sent within 15 days from the completion of the month in which the uptime criteria was not met. The credit will be provided to you in the means of service extension from the date of your hosting expiration. The uptime guarantee is applicable only for Shared Hosting service provided by us. It does not include Domain Service or Dedicated Servers hosting.
- Please read Service Level Agreement (SLA) for more details.

2.3. Maintenance

- Other than Downtime mentioned in Section 2.1, the servers will be unavailable for regular maintenance procedures and updates (“maintenance”) from time to time.
- These maintenance processes are required so that we can provide you with better services. The time for which the servers will be down for such maintenance procedures, will not be included in the uptime guarantee mentioned in section 2.2 and will not be eligible for a service credit provided that you are notified of such maintenance processes from us before 24 hours of the actual maintenance work.

3. Fees

- All the services provided by TTPL are available for a fee as mentioned in our website <http://www.tablogic.com>. All such services that are offered for a fee is termed are “Paid Services”. We offer free services such as Control Panel access to manage your website, Email, DNS settings, etc (“Free Services”).
- As a customer, when you purchase a product, you are liable to pay the stipulated fee as agreed. In case you avail the service and fail to make the payment, we reserve the right to deactivate, suspend or terminate the service provided to you without any notice. For further details on terms of Deactivation, Suspension & Termination, see Section 6.

4. Payment

- All payments for the service fees are to be made to “TABSLOGIC TECHNOLOGIES PRIVATE LIMITED” only. We do not accept payment via cash or cash deposits. We do not have channel partners or other partners for accepting payment.
- We accept payments via Credit Cards, Debit Cards, Cash Cards, Net Banking, Online Transfers, Paypal and Cheques. For more details on Payment mode, please see “Payments”.

5. Discount Offers

- We will provide you discount offers on our fees for various products from time to time. These offers will be provided in the form of promo codes that will be emailed to you if you are selected or eligible for the offer.
- All promo codes are eligible only on future purchases and cannot be redeemed against service that is already being availed by the customer. To avail the offer, the customer needs to purchase the product or service for which the promo code is eligible and enter the promo code at the time of checkout and avail the discount. Once the purchase has been made, the promo code cannot be availed. No two offers can be combined together.
- The promo codes or coupons are additional benefits that are being offered to the customers and we are, in no way, liable to make available this service as a compulsion. We may or may not offer promo code on any product or service on our discretion and we solely reserve the rights to do so.
- We reserve the right to discretion as to which customers will be offered promos and determine their eligibility likewise. We reserve the right to deactivate or remove any promo code without notifying you about the discontinuation of the discount offer.

6. Deactivation, Suspension & Termination

- We reserve the right to deactivate, suspend or terminate our services due to non payment of Fees (Section 3), violation of the USAGE TERMS, violation of Restriction Terms (Section 8) or violation of any terms mentioned in this Agreement or any other reason deemed necessary by us.

6.1. Deactivation

- We may deactivate your services temporarily for any of the reasons mentioned above or any other reason as deemed necessary by us. You may write to us at support@tablogic.com for any reactivation requests but it is not guaranteed that we will reactivate your service if it seems to hamper our service capabilities to other customers or if it violates any of the terms mentioned in this agreement.
- If we deactivate your service, you will still be able to login to our control panel and have access to your data for backup.
- We may, or may not, provide you access for backup depending on the circumstances due to which deactivated occurred.

6.2. Suspension

- We may suspend your services temporarily or permanently, for any of the reasons mentioned above (Section 6) or any other reason as deemed necessary by us. You may write to us at support@tmc.net.in for lifting the suspension on your account but it is not guaranteed that we will enable your account if it seems to hamper our service capabilities to other customers or if it violates any of the terms mentioned in this agreement.
- Upon suspension of your account, you will not be able to use any of our services or be able to access your data or be able to login to our control panel. Suspension implies full restriction from all of our free or paid services, as mentioned in Section 3.
- If your account has been suspended for some reason, you may write to us, requesting for a complete data backup by addressing an email to support@tmc.net.in. We will try in our full capacity to provide you with your data. But, it does not imply or make us liable to provide you with the data you have requested for. We will not be held responsible for the loss of your data. Please section 9 for more details about data backup.

6.3. Termination

- We may terminate your service thereby ending our relationship with you as a service provider by suspending your account and removing any or all of your data from our servers. The reason for termination may be as mentioned above (Section 6) or any other reason as deemed necessary by us. You may write to us by addressing an email to support@tablogic.com for any grievance related to account termination and the action taken by us will be unprejudiced and with full investigation into the matter.
- We, however, cannot guarantee that we will be able to restore your data and activate your account after a termination. You are responsible for your data and under any circumstance, we will not be held responsible for any loss of your data. Please section 9 for more details about data backup.

7. Acceptable Uses

- You may use the services only in accordance with the THE TERMS OF USE & USAGE TERMS.

8. Restriction Terms

By accepting the terms of this Agreement, you agree that:

- You will not tamper with the normal functionality of the system or perform any action that will jeopardize that functionality of the system willfully or otherwise.
- You will not violate any laws of anti-spamming laws and regulations by sending unsolicited mails to any customers or email accounts through our services. You will not spam using our mail service or any other service as mentioned in Section 1 for marketing, sales, spamming, and advertising or for any other purpose without the permission of the recipient of the email or any other objectionable activity using our services.
- You may not remove, obscure, or alter any notice of any Mark, or other intellectual property or proprietary right designation appearing on or contained within the Services or on any Company's Servers.
- Subject to the terms and conditions of this Agreement, you may generally publicize your use of the Services; however, you may not issue any press release with respect to the Services or this Agreement without our prior written consent.
- Unless otherwise stated in the applicable Service Terms, you may only create one account per email address. You are fully responsible for all activities that occur under your Account, regardless of whether such activities are undertaken by you or a third party. Therefore, you should contact us immediately if you believe a third party may be using your Access Information, or if your Access Information is otherwise lost or stolen. You are responsible for maintaining up-to-date and accurate information (including contact information) for your TTPL account. We are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of Your Content or other data which you submit or use in connection with your account or the Services.

8. Backup

- You are responsible for the regular backup of your data. We take timely backup of your data as our maintenance process but we are not responsible for the loss of your data.
- We will take special backup if you send a request by sending an email to support@tablogic.com.
- Under any circumstances, we should not be held responsible for the loss of your data.

9. Confidentiality

- By accepting this Agreement, you agree that you will respect the confidentiality of TTPL. You shall not disclose TTPL Confidential Information during any Term during your relation with TTPL or after the term is complete.
- "TTPL Confidential Information" means all non-public information disclosed by us, our business partners or our or their respective agents or contractors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. TTPL Confidential Information includes, without limitation,
 - (i) nonpublic information relating to our or our business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs (including, but not limited to, any information about or involving one of our so-called beta tests or a beta test product that you obtain as a result of your participation in such beta test),
 - (ii) third-party information that we are obligated to keep confidential, and
 - (iii) the nature, content and existence of any discussions or negotiations between you and us.

10. Liability

- We will not be responsible for any loss or damages you or your organization may suffer under any condition. We do not make any warranty of any kind, expressed or implied for any or all of the services we provide. You are solely responsible for the data you store on our servers.
- Please read Disclaimer Policy for more details.

11. Support

- We provide Support for all of our services through our Support Ticketing System. We try to resolve all your queries immediately so that you don't have to suffer or get delayed while using our services.
- We strive hard to resolve all support ticket requests within 24 hours of the receipt of the ticket. If the problem is complex or it takes time for a permanent resolution, we will inform you of the status within 24 hours.
- Our support team strives hard for your convenience and proper functioning of your services without any hindrance or interruption. However, the support we provide is limited to the hardware and software pertaining to our services only. We will not provide any technical support related to programming of your website or applications like PHP, ASP.NET, ASP, HTML, CSS, etc.