

# **Terms & Conditions**

## **BETWEEN:**

The Client,  
Hereafter called the "User",

## **AND:**

Tokom Softwares Pvt. Ltd  
Reachable via its Internet site <https://www.tokomhub.com/> and <https://tokomsoft.com/>

## **Article 1. DEFINITIONS**

**Supplier:** We", "Us", "Tokom Softwares", "Tokom Softwares Pvt. Ltd.", "Our" and / or "Tokom Softwares Private Limited" is the hosting service provider and maybe called by any one of these names. Tokom Softwares Private Limited is a registered company in India.  
CIN: U72400MP2015PTC034812)

**Customer:** "You", "Your", "Client", "Customer" and / or "Member" is the person or person's representative who purchases hosting service(s) from Tokom Softwares Private Limited.

**Agreement:** The Agreement comprises these Terms And Conditions and/or each Order Including Account Opening Form, Tokom Softwares Policies and all other schedules there to, pursuant to which Tokom Softwares shall provide certain (internet) services to Customer, which Services are indicated on the Order Form(s) or the Order Confirmation which form an integral part of the Agreement; the entire set is hereafter called the "Agreement".

**Site Or Internet Website:** <https://tokomhub.com/> providing access to the Account Management Console in particular.

**Server:** A computer dedicated to the User and used by the latter once it is made available and that is permanently connected to the Internet via a high-speed connection.

**Dedicated Servers:** A dedicated hosting service, dedicated server, or managed hosting service is a type of Internet hosting in which the client leases an entire server not shared with anyone else.

**Web Hosting:** A web host, or web hosting service, that provides the technologies and services needed for the website or webpage to be viewed in the Internet. Websites are hosted, or stored, on special computers called servers.

**Vps or Virtual Private Server:** A virtual private server (VPS) is a virtual machine sold as a service by an Internet hosting service. A VPS runs its own copy of an operating system, and customers may have

superuser-level access to that operating system instance, so they can install almost any software that runs on that OS.

**Rdp Or Remote Desktop Services:** Rdp or Remote Desktop Services is a normal rdp user account provided in a dedicated server. Each dedicated server is shared among users of rdp server. You don't get full access, allowed to use full resource in the server but we do make changes or install the software, features that you require. All the work you do in your RDP Account are 100% private, including your stored files, website you visit using rdp.

**Dedicated Rdp:** Dedicated Rdp is a root/admin rdp user account provided in a dedicated server with windows installed. You do get full access and allowed to use full resource in the server, can install the software yourself, All the work you do in your RDP Account are 100% private, including your stored files, website you visit using rdp.

**Private Rdp:** Private Rdp is a root/admin rdp user account provided Virtual Private Server with windows installed. You can install the software yourself, All the work you do in your RDP Account are 100% private, including your stored files, website you visit using rdp.

**Operating System or OS:** The main software installed on the User's Server.

**Disk space:** Shared storage space allocated by Tokom Softwares to the Client.

**IP or IP Address:** Series of numbers used to uniquely identify a computer on the Internet network.

**Bandwidth:** The amount of data that is be carried from one point to another in a second, expressed in bits per second (bps) and/or The transmission capacity of a transmission link connecting the User's Server to the Tokom Softwares network. It determines the amount of information (in bits per second) that can be sent simultaneously.

**Data Traffic:** The sum of data that is transmitted to and from Customer's infrastructure, measured in Bytes.

**Internet:** A means of connecting a computer to any other computer anywhere in the world via dedicated routers and servers. When two computers are connected over the Internet, they can send and receive all kinds of information such as text, graphics, voice, video, and computer programs.

**Management Panel:** The Internet site made available to the User for independently performing common maintenance and management operations for the provided Services.

**API:** The application programming interface (or similar technology), through which Customer can access or communicate with Tokom Softwares and/or Tokom Softwares's servers and through which Customer may place API Orders.

**Business Day:** Mondays to Fridays, with the exception of official public holidays in India.

**Business Hours:** The period between 09.30 hours and 17.30 hours on a Business Day.

**Data Center:** A Data center out of which or within which Tokom Softwares provides Services.

**Intellectual Property Rights:** Any patent, copyright, trademark, trade name, service mark, moral right, database right, trade secret, knowhow and any and all other intellectual property right whether registered or not or capable of registration and whether subsisting in the country of Tokom Softwares principle place of business or any other part of the world together with any and all goodwill relating thereto.

**Flood:** A security problem causing an abnormal use of the IP Throughput, and which may impact other Tokom Softwares Users and/or users of other networks cross-connected to the networks accessed by Tokom Softwares

**Spam:** Irrelevant or unsolicited messages sent over the Internet, typically to a large number of users, for the purposes of advertising, phishing, spreading malware, etc.  
General Conditions: Means these terms and conditions.

**Services Specification:** The document in which Tokom Softwares has set out and specified the services offered by Tokom Softwares, as well as the manner in which the services should be used, which document may be amended from time to time.

**Phishing:** Fraudulent technique used by computer pirates to recover confidential information (such as bank or Internet logins and passwords) from Internet users by fooling them via an email message appearing to be from a trusted company, typically a bank, an e-commerce site, or an electronic communications operator.

## **Article 2. SCOPE OF SERVICES**

2.1 The scope and nature of the Services offered by Tokom Softwares are set out in the Services Specification in Order Page.

2.2 The Services, as well as the Service Levels, purchased or leased by Customer from Tokom Softwares are itemized in the Order Form/Order Confirmation. The Order Form/Order Confirmation shall also specify any Equipment leased by Customer from Tokom Softwares and any Equipment purchased by Customer from Tokom Softwares.

## **Article 3. QUOTATION & ORDER PROCEDURE**

3.1 A formal statement of promise (submitted usually in response to a request for quotation) by potential supplier to supply the goods or services required by a buyer, at specified prices, and within a specified period. A quotation may also contain terms of sale and payment, and warranties. Acceptance of quotation by the buyer constitutes an agreement binding on both parties.

3.2 A quotation is without obligation and valid for 30 days following dispatch by the Supplier, unless otherwise stated in the quotation.

3.3 Tokom Softwares's Services are given first to Users who are not consumers. Therefore the price of services is displayed in EUR, USD, GBP, INR excluding VAT and/or Service TAX, as is customary for professional services.

3.4 To subscribe to the Services, the User must place a Purchase Order with Tokom Softwares or request Tokom Softwares to private Quote.

3.5 Tokom Softwares shall review a Purchase Order within a reasonable time after receipt thereof. If Tokom Softwares is willing and able to provide the requested Service(s) and/or Equipment to Customer, Tokom Softwares shall confirm such to Customer in writing, by email or by facsimile, by sending a signed Order Form to Customer or (in case of a Web Order or API Order) by sending an Order Confirmation.

3.6 Tokom Softwares has the right to reject a Customer at the Tokom Softwares's own discretion without giving reasons.

## **Article 4. DELIVERY OF SERVICES**

4.1 Any Services sold by Tokom Softwares to Customer will be delivered on the Delivery as specified in the Order Form/Order Confirmation.

4.2 All login details for any service will be sent on your email.

4.3 You can also read all emails we have sent to you, in your client area.

4.4 Since we don't offer any physical products, we don't need to ship/courier any items to client's address.

4.5 We offer Hosting Services and its login details are sent on client's email which may be deemed as proof of activation of client's services.

4.6 Date of Activation of service will be the initial date of start of validity of services.

## **Article 5. ACCEPTABLE USAGE POLICY - Dedicated Servers**

5.1 The Customer is fully and solely responsible for his content stored on the servers used by him and made available to him by Tokom Softwares. All services provided by Tokom Softwares may be used for lawful purposes only.

5.2 Content uploaded, stored, emailed or transmitted by clients on our servers must not contain any files which violate local and international laws and treaties, Which includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene or material protected by trade secret and unsolicited email (spam) and invasion of privacy.

5.3 Customer agrees to not use the service in any way which violates Indian, State, Local, or International law.

5.4 Under any circumstances you are NOT allowed to use this service for:

- ▶  Anything that can result in Spamhaus listing
- ▶  Phishing Sites / Scam Sites (ex: Ebay/Paypal,CC/Password Scam sites)
- ▶  Mailbombers or any sort of spam sites
- ▶  DDoS originations
- ▶  Spam email
- ▶  Netscan / Hack programs and archives
- ▶  Malicious Scripts (ex: originate DDoS attacks or hack attempts)
- ▶  Botnet/Doorway/Carding
- ▶  Run any web proxy services which hide the origin of network traffic
- ▶  Streaming/CDN Strictly Not allowed.

If any of this happens will result in an immediate service termination

5.5 Customers may not run/host websites which spread hatred, anti-national sentiments, degrade opposite races, sex, threaten people, indulge in illegal activities like hacking etc.

5.6 Customers may not store child pornography or kidnapping material, Customers who store and / or upload child pornography will have their servers suspended immediately without any warnings / notices. We will also hand over all your personal details to federal authorities for legal recourse. Any activity which creates hatred against minors or which hurts the sentiments of minors is banned.

5.7 No CDN or Media Streaming. Customer shall not be entitled to use the Service for the purpose of operating 'Content Delivery Network'; and/or (ii) 'Streaming Media Services'; except with Tokom Softwares's prior written consent, which consent may be granted or withheld at Tokom Softwares's sole discretion.

5.8 Customers may not send Distributed Denial of Service (DDoS) or Denial of Service attacks to others using our servers. This will lead to immediate termination without any refund settlement. Tokom Softwares have the right to claim fees from such defaulters to set right the loss caused to affected party. If the affected party takes a legal recourse, customer details would be shared with the court of law if a legal request is received by Tokom Softwares.

5.9 Fair Use Policy: The service is provided to end-user Customers for normal, fair, and reasonable use. Bandwidth usage is to be reasonably consistent throughout every month, without irregular bandwidth usage patterns, either individually or as part of a group of Customer servers. In the event Tokom Softwares, in its sole discretion, determines that the Customer is not using the Service according to this Fair Use Policy, Tokom Softwares will be entitled to: (a) impose limits on the speed of the data the Customer may transmit and/or receive on any or all Customer servers with this Service, (b) re-price any or all Customer servers with this Service to the regular bandwidth rate; or (c) suspend or terminate the Service to any or all servers provided to the Customer, at Tokom Softwares's sole option.

5.10 Customers may not in any activity which is deemed illegal by laws. Tokom Softwares can its discretion deem any activity illegal if it is affecting its service, network, other customers, service providers and / or outsiders due to the action of a customer. This can lead to termination of services.

## **Article 6. ACCEPTABLE USAGE POLICY - Rdp Or Remote Desktop Services**

6.1 The Customer is fully and solely responsible for his content stored on the rdp service used by him and made available to him by Tokom Softwares. All services provided by Tokom Softwares may be used for lawful purposes only.

6.2 Customer agrees to not use the service in any way which violates Indian, State, Local, or International law.

6.3 Under any circumstances you are NOT allowed to use this service for:

- ▶  Hosting Child Porn, Sick porn.
- ▶  Mining Tools, Proxy Servers / Websites, Virus & Malware, Trojan.
- ▶  Hacking / Cracking / Carding activities, Port Scanning, DDoS / DoS / Brute Force tools.
- ▶  Any kind of E-mail spamming tools like AMS or Turbo Mailer.
- ▶  Mail Bombers, Any type of sniffers, IP Spoofers, Telnet or SSH Access Scripts
- ▶  Streaming, Bots, Scripts, SEO Tools, VPN.
- ▶  Abusing Network, Game Servers, Hosting Websites, Public Torrents.
- ▶  RUNNING Multiple Winrar processes, Running Winrar Process without Store Mode.
- ▶  Downloading/Uploading/Seeding More Than 5-10 Torrent or any files At a time.
- ▶  Running Resource hogging software's on Non-Encoding Rdp which takes more than 10% CPU Uses

If any of this happens will result Temporary Or Permanent Suspension of your RDP Account Without any Refund.

## **Article 7. ACCEPTABLE USAGE POLICY - Virtual Private Servers**

7.1 The Customer is fully and solely responsible for his content stored on the vps used by him and made available to him by Tokom Softwares. All services provided by Tokom Softwares may be used for lawful purposes only.

7.2 Content uploaded, stored, emailed or transmitted by clients on our vps must not contain any files which violate local and international laws and treaties, Which includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene or material protected by trade secret and unsolicited email (spam) and invasion of privacy.

7.3 Customer agrees to not use the service in any way which violates Indian, State, Local, or International law.

7.4 Under any circumstances you are NOT allowed to use this service for:

- ▶  Anything that can result in Spamhaus listing
- ▶  Phishing Sites / Scam Sites (ex: Ebay/Paypal,CC/Password Scam sites)
- ▶  Mailbombers or any sort of spam sites
- ▶  DDoS originations
- ▶  Spam email
- ▶  Netscan / Hack programs and archives
- ▶  Malicious Scripts (ex: originate DDoS attacks or hack attempts)
- ▶  Botnet/Doorway/Carding
- ▶  Run any web proxy services which hide the origin of network traffic
- ▶  Streaming/CDN Strictly Not allowed.

If any of this happens will result in an immediate service termination

7.5 Customers may not run/host websites which spread hatred, anti-national sentiments, degrade opposite races, sex, threaten people, indulge in illegal activities like hacking etc.

7.6 Customers may not store child pornography or kidnapping material, Customers who store and / or upload child pornography will have their servers suspended immediately without any warnings / notices. We will also hand over all your personal details to federal authorities for legal recourse. Any activity which creates hatred against minors or which hurts the sentiments of minors is banned.

7.7 No CDN or Media Streaming. Customer shall not be entitled to use the Service for the purpose of operating 'Content Delivery Network'; and/or (ii) 'Streaming Media

7.8 Customers may not send Distributed Denial of Service (DDoS) or Denial of Service attacks to others using our servers. This will lead to immediate termination without any refund settlement. Tokom Softwares have the right to claim fees from such defaulters to set right the loss caused to affected party. If the affected party takes a legal recourse, customer details would be shared with the court of law if a legal request is received by Tokom Softwares.

## **Article 8. PRICES**

8.1 All prices are exclusive of transaction charges, turnover tax (VAT), Service Tax, unless otherwise stated.

8.2 The amount you pay for your service will not increase from the date of purchase in the current billing cycle, however prices may be increased from next billing cycle. We reserve the right to change prices listed on our websites, and the right to increase/decrease the amount of resources given to plans at any time.

## **Article 9. INDEMNIFICATION**

9.1 You agree to use all Tokom Softwares Services and facilities at your own risk. Tokom Softwares specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages.

9.2 Customer agrees that it shall defend, indemnify, save and hold Tokom Softwares harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Tokom Softwares, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns.

9.3 Customer agrees to defend, indemnify and hold harmless Tokom Softwares liabilities arising out of Any injury to person or property caused by any products sold or otherwise distributed in connection with Tokom Softwares's server.

9.4 Tokom Softwares reserves the right to intervene with any of the sites hosted on its servers in the interest of its customers. Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party Copyright infringement any defective products sold to customer from Tokom Softwares server. Tokom Softwares shall be the sole judge of what violates this Policy.

## **Article 10. BILLING**

10.1 Payments for subscribed services are made by the Subscriber in advance. The payments can only be made in amounts and for periods published on the <https://tokomhub.com/website>.

10.2 The subscription fee is subject to change, if Tokom Softwares decides that there are sufficient grounds for doing so, especially, but not exclusively, change of domain registrar charges, change of charges of other providers, or change of exchange rates. The payment of the subscription fee protects the Subscriber from changes of fees until the end of period for which the Subscriber has paid the subscription fee.

10.3 Payment for the extension of subscription must reach Tokom Softwares before the beginning of the subsequent billing period. If payment is not received by that date, Tokom Softwares has a right to terminate the contract and to switch off the server.

10.4 Tokom Softwares does not bear any responsibility for payment delays caused by third parties such as banks, post offices, etc.

10.5 At this time we bill monthly, quarterly, semi-annually and annually, depending upon the plan.

10.6 We accept payments via many payment gateways including PayPal, Payza, Bitcoin WebMoney, Perfect Money, Payumoney, Paytm, CCAvenue, Netbanking, Bank Transfer to our Bank Account (In India) and all cards like Visa, Master Card, American Express, Discover Card etc. There are no contract periods but for each successive period, your contract is automatically renewed unless we are notified otherwise.

10.7 Tokom Softwares may charge Additional Fees Such As: Transaction Charges, Service TAX, VAT, depending on payment methods, customer country, state, location.

10.8 We periodically send Payment Reminder Emails to all clients:

- ▶  Invoice Unpaid Reminder : 14 days before the invoice due date.
- ▶  First Overdue Reminder : 1 day after the invoice due date
- ▶  Second Overdue Reminder : 2 days after the invoice due date
- ▶  Third Overdue Reminder : 3 days after the invoice due date

10.9 LATE PAYMENT AND LATE FEES:

- ▶  All accounts are billed according to the dates they were first activated on. We generate all invoices 14 days before the due date.
- ▶  If you will not pay for service on your due date, your account will be suspended anytime after your due date.

- ▶ ☐ If you will not pay for service renewal in 48 hours after your due date, your account will be terminated. All data will get deleted and the server space will be re-used for some another client.
- ▶ ☐ We charge LATE FEES if you pay after 24 Hours. If your account/order is terminated or cancelled, you will need to make a fresh order.

## **Article 11. REFUND POLICY**

### **11.1 Dedicated Server, Dedicated Rdp:**

- ▶ ☐ Dedicated servers, control panels, operating systems etc., are set up on a monthly pre-pay basis. Customers may cancel their accounts at any time, however they will not be entitled to a refund for the unused period of the prepaid month, since these services and component do NOT include Money Back Guarantee. Any incentives offered to the Customers upon sign-up will stand cancelled.
- ▶ ☐ All overcharges or billing disputes must be reported within 30 days of the time the dispute occurred. You can NOT open any dispute to paypal, your card issuer or any other third party. If you do so, your account will be terminated immediately. Your Refund request will be cancelled and No refund will be provided.

### **11.2 Rdp Services, All Vps Plans, Web Hosting:**

- ▶ ☐ Refunds are provided only if customer open cancellation request and open ticket for refund request within 24 hours of activation of service. Any refund request after 24 hours of activation will be rejected.
- ▶ ☐ All payments will become non-refundable after 24 hours account activation period. This includes any one time setup fee and subsequent charges regardless of usage.
- ▶ ☐ All overcharges or billing disputes must be reported within 30 days of the time the dispute occurred. You can NOT open any dispute to PayPal, your card issuer or any other third party. If you do so, your account will be terminated immediately. Your Refund request will be cancelled and No refund will be provided.
- ▶ ☐ We reserve our right to deny a refund request or provide a partial refund.
- ▶ ☐ Only One Refund is applicable per client. Once a client has been refunded for one of his services, he can NOT claim for refund on another services.
- ▶ ☐ Any Credit balance in Client's Area is NOT eligible for refund. It can only be used for purchasing new services or paying any existing/upcoming invoices at our website.
- ▶ ☐ If we are NOT able to refund client's payment via payment gateway due to any reason, refunds will be posted as credit to the client's account.
- ▶ ☐ If you downgrade any service, we don't provide any credit back or refund. Only your billing will be updated so that you will be charged as per new price from next billing cycle.

## **Article 12. Spam Policy**

12.1 Customers may not use our services for spamming activities / sending unsolicited emails / requests. If found doing so, we have the right to terminate customer account without any prior notification and no refund would be issued. Tokom Softwares may ask the customer to prove that the user being e-mailed has opted-in to the mailing list.



13.2 Tokom Softwares have zero tolerance policy against SPAM, this means that when a user of our systems and/or network makes himself guilty of spamming (sending out spam), we will immediately remove him from our systems and/or from our network, without a cancellation of the contract or a refund of the open balance. Eventual extra costs made by Tokom Softwares will be charged through to you. On a repeating matter of SPAM, a fee of € 500,- will be charged through to you for the administrative work!

### **Article 13. RESOURCE USAGE POLICY**

13.1 **Bandwidth Usage:** All services are provided with generous bandwidth limits or no bandwidth limit as per the plans selected. Customers are requested to use these wisely. We reserve the right to review / amend / downgrade / upgrade / modify this allocation any time if we feel that this is affecting the server / network performance.

Any customer reaching their bandwidth usage limit will have to contact the support team via ticketing system to have it increased. Do note that the customer will have to pay an extra cost to increase their bandwidth usage limit as per the plan selected. Customer support team will give you the specific details of these charges upon request.

13.2 **Fair Use Policy:** The service is provided to end-user Customers for normal, fair, and reasonable use. Bandwidth usage is to be reasonably consistent throughout every month, without irregular bandwidth usage patterns, either individually or as part of a group of Customer servers. In the event Tokom Softwares, in its sole discretion, determines that the Customer is not using the Service according to this Fair Use Policy, Tokom Softwares will be entitled to: (a) impose limits on the speed of the data the Customer may transmit and/or receive on any or all Customer servers with this Service, (b) re-price any or all Customer servers with this Service to the regular bandwidth rate; or (c) suspend or terminate the Service to any or all servers provided to the Customer, at Tokom Softwares's sole option.

### **Article 14. SERVICE LEVEL AGREEMENT ( SLA )**

14.1 Tokom Softwares's SLAs guarantee additional security to your servers, and are particularly valuable for businesses that demand the highest levels of performance and uptime for their applications and websites.

14.2 When you entrust your service to Tokom Softwares, we take it seriously. All bare dedicated servers are protected with a Basic Service Level Agreement, insuring the following key components at no additional cost:

- ▶  Hardware checks, including memory, processor, and hard drives
- ▶  Replacement of broken hardware
- ▶  Return of hardware to its original provisioned setup, including OS
- ▶  Root password reset and boot loader repair
- ▶  Correction of network stack issues to restore connectivity

14.3 **Support Policy:** We will serve you with complete access – whenever, wherever, good performance and the peace of mind that comes with knowing that your service has a team of professional system administrators and support personnel ready to fix any problems as they occur; because wondering what went wrong is the last thing you need.

14.4 **Our Priority:** When a piece of hardware fails in the middle of the night, a network outage interrupts traffic, or a natural disaster strikes, we're ready for it. Tokom Softwares team is available by e-mail day and night to provide assistance – because technology isn't perfect, and that's why we're here. The Tokom Softwares teams are available around the clock to resolve systems issues which interfere with your access to the service: Uptime, Hardware, and Network: We constantly monitor for network and hardware issues – when an issue is identified you will receive an e-mail notification detailing the action taken as we address the issue Performance: Server load is benchmarked continuously to identify performance issues.

15.5 **Response Times:** Emergency / Outage: 15 minutes or less Support Inquiries: 2 hours or less Billing and Sales Inquiries: 24 hours Max.

15.6 **99.9% Uptime SLA:**

- ▶  Tokom Softwares offers its clients a 99.9% network uptime guarantee for customer satisfaction purposes and also to ensure that your business is running problem-free. Tokom Softwares will try to maintain maximum up time. Tokom Softwares is not responsible for any downtime caused by the client.
- ▶  Tokom Softwares makes no express or implied warranties, including, but not limited to warranties of non-infringement, merchantability OR fitness for a particular use in connection to the service it provides. Neither Tokom Softwares nor anyone else involved in the provision of service is liable to you or any third-party for direct or indirect damages resulting from the use or non-use of services provided herein, whether or not such damages resulted from the negligence of Tokom Softwares, even if Tokom Softwares has been advised about the possibility of such damages in advance.

**Article 16. BACKUPS AND DATA LOSS**

16.1 Your use of this service is at your sole risk. We don't provide any kind of backups system/service. You must take your own backup manually by yourselves. We are not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on our servers. We are NOT responsible for any kind of Data Loss caused due to any reason.

**Article 17. ACCOUNT SECURITY**

17.1 The security of your account with Tokom Softwares rests upon you as a customer. You must keep your password unique and must not share it with anybody else. If you notice anything wrong with your account / servers, immediately contact our support team and we'll see what we can do about it.

17.2 You as a customer are solely responsible for any actions taken by your account and for the content stored on our servers by you. You agree to bear any charges which Tokom Softwares may have to incur to make good the losses caused by your actions.

**Article 18. LIMITATION OF LIABILITY**

18.1 Tokom Softwares shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Tokom Softwares servers going off-line or being unavailable for any reason whatsoever. Furthermore, Tokom Softwares shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Tokom Softwares servers. All damages shall be limited to the immediate termination of service.

18.2 **You agree that Tokom Softwares will not be liable for any:**

- ▶  Use of your web hosting account
- ▶  Interruption of business
- ▶  Access delays or access interruptions to our site or the web site(s) or you have hosted on our server
- ▶  Loss or liability resulting from acts of God
- ▶  Data non-delivery, mis-delivery, corruption, destruction or other modification
- ▶  Events beyond our control
- ▶  The processing of this application

- ▶  Loss or liability resulting from the unauthorized use or misuse of your account identifier or password.

## **Article 19. CANCELLATION OF SERVICES**

19.1 To cancel account, the customer must login to their account, click on My Services, click the service you wish to cancel, and click "Request Cancellation". Cancellation by any other means will not be an acceptable form of a cancellation request.

If you are cancelling under our Money Back Guarantee, please be sure to specify this in addition to your reason of cancellation.

### **19.2 Cancellation methods:**

- ▶  Login to Tokom Softwares Client Portal > find services you want to cancel > click on "Request Cancellation"
- ▶  OR
- ▶  Open an Billing Ticket over Tokom Softwares Client Portal and request cancellation. Keep on mind that this method may take up to 2 business days to be handled.

### **19.3 Important to know**

- ▶  Be careful what cancellation method do you select over Client Portal cancellation tool. If you select "Immediately" cancellation, your services will be automatically cancelled right after your request. If you select "Next Due date" your services will be cancelled on next due date.
- ▶  If you are cancelling under our Money Back Guarantee and would like to get partial or Full Refund, you must open an Billing Ticket over Tokom Softwares Client Portal.
- ▶  Cancellation process might take up to 2 business days
- ▶  Refund process (if requested) might take up to 3 business days, depending on payment method you've used.

## **Article 20. SUSPENSION AND TERMINATION OF SERVICES**

20.1 Tokom Softwares shall be entitled to immediately suspend the provision of any of the Services and/or to suspend Customer's right to access or use the Client Portal and/or to suspend Customer's right to access to the Equipment, on giving written notice to Customer, in the event that:

- ▶  Tokom Softwares receives an order or ruling or decision to that effect from a court, any law enforcement authority or any (other) governmental authority;
- ▶  Customer is in breach of the Acceptable Use Policy (part of the Tokom Softwares Policies), and fails to take (timely) remedial action in accordance with the Abuse Policy (part of the Tokom Softwares Policies) after receipt of a notice from Tokom Softwares, provided always that Tokom Softwares may immediately suspend Services without providing a remedy period.
- ▶  Customer's consumption of Data Traffic or Bandwidth exceeds the Committed Data Traffic or the Committed Bandwidth (specified in the Order Form/Order Confirmation), as the case may be, and Customer fails to reduce such consumption to a level on or below the Committed Data Traffic or the Committed Bandwidth, as the case may be, within three (3) days after having received notice thereon;
- ▶  Customer does not cooperate with any investigation of Customer's alleged improper or unlawful use of the Services, the Network or other networks accessed through Tokom Softwares, and fails to remedy such breach within seven (7) days after having received written notice thereon;

- ▶ ☐ Tokom Softwares respects all its employees and expects the same from its customers. Any disrespect or hatred directed towards our employees by any mode of communication will not be tolerated and can lead to immediate suspension along with no refunds. We urge our customers not to get into such situations.
- ▶ ☐ Customer does not pay an invoice within the payment term and fails to pay such invoice.

20.2 **Termination:** This agreement and all of its terms shall remain in full force and effect until it is terminated. Termination shall include the removal of any and all of your information from the Tokom Softwares services. Such information or data may or may not be made available to you by Tokom Softwares after any such termination. This agreement may be terminated either after a period of suspension as indicated above or at the sole discretion of Tokom Softwares. In the event of termination, there will be no refund provided to you.

## **Article 21. ACCEPTANCE AND ASSIGNMENT**

21.1 The Subscriber shall indicate acceptance of this Agreement in the course of submitting an order to the Service Provider through the Service Provider's electronic order form or by accessing the Service. The Service Provider shall indicate acceptance of this Agreement by sending confirmation of the order to the Subscriber by electronic mail.

21.2 The Subscriber may not assign rights or delegate duties assumed by acceptance of this Agreement without the prior written consent of the Service Provider, and any attempted assignment or delegation without such consent shall be void.

21.3 Your rights under this agreement may be assigned to another party only upon prior notice and express approval by Tokom Softwares. Any other attempted transfer or assignment of rights hereunder shall be null and void.

21.4 Tokom Softwares may assign its rights hereunder to any person or entity who shall become a principal owner, or shareholder of Tokom Softwares Pvt. Ltd.

## **Article 22. AMENDMENTS TO TERMS OF SERVICE:**

22.1 Tokom Softwares may, at its sole discretion, without any prior notice amend / modify this agreement from time to time as it may deem fit. Modified ToS will be placed on Tokom Softwares website and those terms will come into force immediately for all existing and future customer(s). All previous terms would be superseded in such cases.

22.2 If the customer does not agree to any new terms – it is their responsibility to terminate the subscription. If the customer does not terminate their subscription within 15 (fifteen) days of the modification, then the continued use of the service(s) will mean that the customer has no objections to the amended terms of service.