

Website Design And Development Agreement

These Terms and Conditions ("Agreement") governs the use of the services ("Service") that are made available by Digital India Company ("Digital India Company ", "we" or "us"). These Terms and Conditions represent the whole agreement and understanding between Digital India Company and the individual or entity who subscribes to our service ("Subscriber" or "you").

PLEASE READ THIS AGREEMENT CAREFULLY. By submitting your application and by your use of the Service, you agree to comply with all of the terms and conditions set out in this Agreement. Digital India Company may terminate your account at any time, with or without notice, for conduct that is in breach of this Agreement, for conduct that Digital India Company believes is harmful to its business, or for conduct where the use of the Service is harmful to any other party.

Digital India Company may, in its sole discretion, change or modify this Agreement at any time, with or without notice. Such changes or modifications shall be made effective for all Subscribers upon posting of the modified Agreement to this web address (URL): <http://www.digitalindiacompany.com/Website-terms-and-conditions.pdf> You are responsible to read this document from time to time to ensure that your use of the Service remains in compliance with this Agreement.

Digital India Company offers Subscribers only domain name registration, website hosting, and email hosting services for the duration of the service term purchased from Digital India Company.

Services are provided on the basis of facility and equipment availability. Digital India Company reserves the right to modify, change, or discontinue any aspect of the Services at any time.

Access to the web and email servers is terminated upon expiry of the Service.

All Digital India Company web hosting accounts will display a "Coming Soon" web page within 24 to 48 hours of activation. This page informs visitors that the Subscriber has recently setup their account with Digital India Company. The "Coming Soon" default index web page may be removed by the Subscriber at any time by mail on dicpune1@gmail.com.

All web page error requests (such as 403 errors or 404 errors) will direct traffic to a default error page. This error page informs visitors that the web page they are looking for cannot be found, and may include, but without limitation to, the Links which are associated with Digital India Company Website Index Page.

At its sole discretion, Digital India Company may place advertisements or other commercial content on your website, emails or anywhere it deems fit.

Depending on which hosting plan you choose, you may request to change the billing term of your hosting service by mail on dicpune1@gmail.com. In such cases, the expiry date of your hosting service will be adjusted according to the billing term that you have requested. Any optional features for your hosting plan will be billed according to the term that you have requested.

If your hosting plan includes a free domain name, you will be required to pay a fee to reimburse Digital India Company for the domain name registration upon changing to another hosting plan or a billing term that does not include a free domain name. The amount of this fee will vary depending on the domain extension and on the registration term.

Domain Name Registration : Digital India Company offers domain name registration and renewal services in partnership with ICANN accredited registrars Godaddy. Digital India Company processes registration and renewal services through these respective registrars at its discretion.

You acknowledge and agree that you may not transfer the domain name registration to another domain name registrar during the first 60 days of the initial registration, or within 60 days of any successful transfer or renewal of the registration. Digital India Company is authorized to deny any such transfer requests.

You acknowledge and agree that Digital India Company may, but is not obligated to, place your domain name in a Domain Lock status to prevent unauthorized transfers of your domain name.

Promotional offers, including special introductory rates, promotional rates, or any non-regular pricing, are only available to new customers and are only valid for the initial term. All domain names registrations will renew at the regular renewal rate.

Subscribers who have purchased their domain name registration at a promotional price are subject to a Domain Transfer Fee when they transfer their registration to another domain name registrar during the purchased registration term.

Subscribers who wish to transfer their domain name registration to another domain name registrar while the registration is expired are also subject to a Domain Transfer Fee.

The Domain Transfer Fee is based on the domain type and is subject to any applicable taxes.

In addition to this Agreement, new domain registration accounts are also subject to the Domain Registration Agreements of the respective governing registries. The Domain Registration Agreement can be found at <https://in.godaddy.com/legal-agreements>

Web Hosting: All Digital India Company web hosting services, including service trials and promotional hosting offers, and their billing terms may be prorated and adjusted to expire on the last day of a month.

All service trials and promotion offers are considered to be delivered in full upon the completion of the service term stated on the trial or offer invoice. Digital India Company is not obligated to provide reimbursement for any proration or service term adjustment on service trials or promotional offers.

Promotional offers, including special introductory rates, promotional rates, or any non-regular pricing, are only available to new customers and are only valid for the initial term. All hosting services will renew at the regular renewal rate.

In the absence of a cancellation request from you, your hosting service will be renewed for a successive term, at the regular renewal rate, on the 16th of the expiry month.

The Client understands that we use Godaddy as our Website Hosting provider. Please visit <https://in.godaddy.com/legal-agreements> for more details .

If the Client agrees to select Our web hosting service or any outside web hosting provider, Client has agreed to provide and allow us full access to the website and cgi-bin directory of said web hosting account via File Transfer Protocol (FTP) software program and/or via telnet whenever necessary without any delay or interference from third parties. The Client further understands

that if a web hosting service outside of our hosting is necessary, and the outside web hosting standards and services do not work, providing a substitute web hosting solution to Client whether it is provided by an outside web hosting service provider or by Digital India Company Web Hosting Company, may incur additional charges.

Business/Professional Email IDs : Digital India Company's email service provides customers with the capability to send and receive email via the Internet. Digital India Company retains the right, at our sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our email services to other Subscribers and to protect our computer systems.

As an owner and operator of the equipment and other resources utilized to provide services, Digital India Company has the legal right to block electronic communications from other entities on the Internet.

We offer only one business email id with your website having 1 MB to 5 MB space if demanded. For additional space or users you may we can plan you per user cost. As we are associate with third party(godaddy/google/others business mail Id service providers) for email solutions Digital India Company is not separately giving you any backup facility for emails.

Definition of Unlimited Usage: What "Unlimited" means: Digital India Company does not set an arbitrary limit on the amount of resources an account can use.

What "Unlimited" DOES NOT mean: The accounts are not intended to support the greater web hosting needs of large enterprises or to be used as an online storage warehouse to store backups, archiving of electronic files or emails, documents, log files, etc. or to be used as a media file streaming/sharing hub.

Reselling any of the Service's resources is strictly prohibited. Any accounts found to be reselling resources will immediately be suspended, with or without notice. Reselling of account resources is only permitted if you are using a Reseller Hosting Plan, a Virtual Private Server (VPS) or a Dedicated Server.

Digital India Company 's "Unlimited" services are provisioned in a shared hosting environment. Any account found to be adversely affecting the performance of other Subscriber accounts by excessively using network bandwidth, server storage, memory or

CPU resources, will be flagged by Website.com administrators and anti-abuse controls. These Subscribers will then be asked to consider Virtual Private Server (VPS) or Dedicated Server services. Serious offenses will result in the account service suspension or termination, with or without notice.

Website Design And Development: The text content of each web pages developed will be supplied by the Client and executed as specified by the Client.

When referring to a "web page" it is defined as 8-1/2" x 11" in printed hard copy. Each additional pages beyond the scope of work will be billed at \$95.00 for each additional web pages with each page graphics and photos at an average of three (3) per web page. Additional graphics and photos may incur additional cost.

Texts supplied by Client must be provided in digital TEXT (.txt)/ .doc format via email, CD, Flash drive or approved standard media ONLY. 1000 words per page allowed without additional cost as long as it is provided in proper text format. Web pages of more than 1,000 words or more may be subject to additional fees. Retyping of text may be subject to additional cost especially if it requires a great deal of special formatting.

Client to provide finished digital company logo, photos, artwork, graphics plus any and all marketing materials or digital copies agreed upon and listed in the attached signed Project Time Schedule.

Additional cost may apply for custom graphics or flash work done.

Template and Graphics Package. All web design packages include Client selection of one professionally designed template from online template library. Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages. Basic computer generated colourful lines, bullets, colored and textured background included via HTML is included at no additional charge. If the Client opts not to utilize our template library and does not supply a theme a complete set of instruction or a specific set of graphics for each and every web page within one (1) week from the date of this signed Agreement, Digital India Company, in working with or without Client, will then select the final web site template graphic layout and selection on Client's behalf.

Inclusion or incorporation of photos and other miscellaneous graphic images supplied by Client to applicable web pages (*up to an average of 3 photos or graphics per page in standard web page or online store product page, in addition to masthead and top-of-page graphic*). Scanning, cropping and enhancement to graphics, photos or any digital products may incur additional cost.

E-mail/phone consultation: Digital India Company will provide up to two (2) hours of consultation regarding the Internet, web hosting, internet marketing strategies, web design structure, and other helpful online tools at no additional cost.

Links to external pages, up to an average of two (2) per page.

Installation or uploading of web pages on Client's web hosting service.

Minor updates and changes to existing text on web pages for up to thirty (30) days from date of launch, subject to the limits outlined herein. Additional changes outside the scope of the project will be billed at Standard Hourly Rate or Web Site Management and Maintenance Hourly Rate. For online stores, this includes only standard company web pages, not product pages or the ordering system pages.

E-mail and Online Form generated on Contact Us web page will be redirected to any e-mail address the Client designates.

Feedback form - Basic PHP or CGI online forms included. This shall not exceed Six (6) form fields. Additional custom form fields may incur additional cost.

The text content of the web pages will be supplied and approved by Client and executed as specified by the Client. The website package includes web pages which are mentioned in our invoice. When referring to a "web page" it is defined as 8-1/2" x 11" in print or hard copy.

In case the Client desires additional standard web pages beyond the original number of pages specified herein, the Client agrees to pay Digital India Company an additional cost for each additional web page which includes any and all graphics and photos at an average of three (3) per web page. Where custom graphic work is requested (beyond the scope of the "Graphics Package" detailed above), it will be billed at the Standard Hourly Rate or Web Site Management & Maintenance Hourly Rate as specified in the approved Cost Estimate Sheet.

It is understood that total prices calculated below are likely to vary from the final amount because of common factors involving e-commerce web sites e.g. change in product quantities, new or deleted categories, number of small and large photos, enhanced product specifications, etc. when finalizing an online store. Therefore, a signed Cost Estimate Sheet from Digital India Company is attached and referenced herein and governs the prices for this Agreement. Notwithstanding any prices listed in literature or on web pages, the Client and Digital India Company agree that the services described above in this section shall be completed for a price set by us and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed based on prices in mentioned in invoice.

Additional products and/or product photos added after the store is ready for advertising to the web search engines will be calculated for actual time spent at the hourly rate as specified in the Web Site Management & Maintenance Hourly Rate below or as agreed upon in the approved Cost Estimate Sheet.

All web design packages include minor web page update to standard and e-commerce web pages over a 30-day period from the date the web site was launched online. This free 30-day update includes updating and/or correcting links and/or making minor text changes to a sentence or paragraph ONLY. It does not include removing nearly all the text from a page and replacing it with new text. If the Client or Client's agent other than Digital India Company attempts to update the Client's web pages or web site on their own, outside of Digital India Company, time to repair any and all damage to web pages will be assessed at the Standard

Hourly Rate or at Web Site Management and Maintenance Hourly Rate, and is not included as part of any web site design packages.

Additional changes requested by Client that is outside the scope of project will be billed at the minimum hourly rate of **Rs 750.00 per hour** for HTML or, if participating in Web Site Management and Maintenance Program, **Rs 500** per hour. These rates shall also govern additional work authorized beyond the maximum rate specified above for such services which may include but not limited to general and advanced Internet orientation education, marketing consultation, web page design, audio/video/graphic editing, modifying product pages and databases in an online store, artwork, photos, custom graphics services, and helping Client(s) learn how to use their computer and/or web site related online tools. Custom PHP, ASP, XML, Javascript and CGI programming or any use of existing or non-existing computer programming languages or coding may incur additional cost and are NOT INCLUDED in ANY of the web design packages.

Changes to Submitted Text. Please send us your **draft and final text in digital (.txt)/(.doc) format for immediate inclusion to Client web pages**. Time required to make substantive changes to Client-submitted text after the web pages have been constructed will be additional cost and billed at the Standard Hourly Rate Applicable.

The Client further acknowledges and understands that with use of File Transfer Protocol (FTP) and related Hosting Account Information provides a means to access Clients' website on their hosting account. Client has been advised that Digital India Company has a copy of all websites on our network, which are uploaded to the live server whenever changes are made to affected web pages. When a Client is provided its own FTP information, Client is then provided unlimited opportunities to upload and/or download modified web pages directly to and from the web hosting server which renders our stored and maintained copies of Client web pages on our network virtually outdated. Therefore, if Client later request changes to a web page(s) without proper notice or information regarding previous changes will result in older copies of the website overwriting any current or new copies online.

By signing this Agreement, the Client acknowledges that upon release of the web hosting FTP Information, the Client is solely responsible for control of their website. If you would like to request Digital India Company to perform work on your website once control has been relinquished by Digital India Company, the Client agrees to inform us that the website has been changed by Client or its agent on a regular or as-needed basis, so Digital India Company can update its local copies of web pages and files prior to conducting any changes to web pages. If for any reason there is any miscommunication, Client agrees to pay any and all fees or charges to Digital India Company to restore the affected web page content to its original form. Client is to be aware that once Digital India Company has made the requested website update, the Client should download all web site files from the server to their local computer for their use and reference as well as a subsequent back-up copy.

Completion Date. Digital India Company and Client must work diligently together to complete the website within the time allotted of three (3) weeks. Digital India Company agrees to work as expeditiously as possible to complete the website in a timely manner.

If for any reason the web site package is not complete within the three (3) week allotted time from the date this Agreement was signed, the entire amount or any unpaid balance thereof on

the contract will become due and payable and all work will be halted until final payment is received in full. If Client has not submitted final approval of the web site seven days (7) after the three (3) week period has expired, an additional continuation fee of Ten Percent (10%) of the total contract price will be incurred and assessed each and every month until the website is approved, finalized, posted and available online.

Payment of Fees. Fees to Digital India Company are due and payable on the following schedule: For web site design packages, a deposit of Seventy Five Percent (75%) of the TOTAL AMOUNT upon signing of this contract will be due and payable and Twenty Five Percent (25%) of the balance will be due and payable when the approved and final web pages have been constructed and posted live on the Internet's World Wide Web or at Client's assigned network. If the total amount of the web site design package and/or contract is less than Ten Thousand (Rs 10,000.00), the entire total amount shall be due and payable upon signing of this Agreement. In case Client has not secured a web hosting service by the time the web pages are completed, the web pages may be delivered to the Client on compact disc (CD) or any approved external media e.g. flash drive or as an attachment to an e-mail message, if economical. Advertising the pages to online search engines and updating will occur only after the final payment is made.

Billing inquiries and disputes should be brought to Digital India Company 's attention within 30 days of the invoice date. Failure to do so will be deemed to be an admission that the invoice and charges are accurate.

If any chargeback or charge dispute notices are received for your account, services provided to you may be immediately suspended pending investigation, and you will be subject to chargeback service charges. Where applicable, Digital India Company reserves the right to put your domain name into "Registrar Hold" status and deny any transfer requests for that domain name until the chargeback or dispute issue has been resolved.

Accounts will be suspended if its service renewal fees are not paid within 72 hours of the due date. Accounts suspended in this manner can be re-activated upon payment of the Account Reactivation Fee.

Any applications or requests for services will be declined if payment cannot be successfully processed within 72 hours of the order.

Digital India Company reserves the right to modify service fees and rates, effective upon posting on the Digital India Company website or on this Agreement.

Assignment of Project. Digital India Company reserves the right to assign employees, staff, subcontractors and/or third-party vendors to this project to insure on-time completion.

No Solicitation. Client is prohibited from soliciting Digital India Company staff, employees, its directors and assigns for related or non-related work to be done outside of Digital India

Company office environment and control, whether it directly or indirectly benefits assigned project or not, as described in this Web Design Agreement. Any action pertaining to solicitation is viewed as a direct conflict of interest by all parties involved. Any action thereof violates legal, moral and business ethics at all level. Notice is hereby given that Digital India Company will reserve its right to exercise its options which includes but not limited to legal action and prosecution to the full extent of the law, immediately upon discovery of such violation.

Legal. Digital India Company does not warrant that the functions contained in these web pages or the Internet website will meet all Client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the *web pages and website* is with Client. In no event will Digital India Company be liable to the Client or any third party for any damages, including any lost profits, lost savings or ANY other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Digital India Company has been advised of the possibility of such damages. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Copyrights and Trademarks. The Client represents to Digital India Company and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Digital India Company for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Digital India Company and its, owners, employees, directors, subcontractors, affiliates or associates from any claim or suit arising from the use of such elements furnished by the Client.

Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Digital India Company and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

Copyright to Web pages. Copyright to the finished assembled web pages produced and designed by Digital India Company, until fully paid, is owned by Digital India Company. Upon receipt of final payment of this contract, the Client is then assigned **full exclusivity** and ownership for the use of the finished website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners which includes but not limited to third party vendors or companies i.e. Microsoft, GoDaddy, Linux, iStockPhoto, Cartmanager or Ipayment, just to name a few.

Payment of Web Site Management & Maintenance Fees and Charges. In order for Digital India Company to remain in business and support Client in all current and future online endeavors, payments must be made promptly. Delinquent invoices will be assessed a Rs 1500 charge (per invoice) if payment is not received within three (3) days of the due date. If an amount remains delinquent ten (10) days after its due date, an additional 15% penalty (based on the total amount due) will be added for each and every month the invoice is delinquent. Digital India Company reserves the right to remove any and all web pages from being viewed on

the Internet until final payment is made to Digital India Company. In case collection proves necessary, the Client agrees to pay any and all fees incurred by that process. *This Agreement becomes effective only when signed by Digital India Company.* Regardless of the place of signing of this Agreement, the Client agrees that for purposes of venue, this contract was entered into in Pune, and any dispute will be litigated or arbitrated in Pune, Maharashtra. Please pay on time.

Sole Agreement. The terms agreed upon contained in this "Web Site Design Agreement" constitutes the sole agreement between Digital India Company and Client regarding this website. Any additional work not specified in this Agreement and Cost Estimate Sheet must be authorized by a written Work Order.

Initial Payment and Refund Policy. This Agreement begins with an initial payment or full payment mentioned in Invoice. If the Client halts work and applies in writing by registered letter for a refund within three (3) calendar days from the date stated herein to Digital India Company, Pune, any and all work completed and time spent thus far shall be billed at the Standard Hourly Rate or at Web Site Management & Maintenance Hourly Rate as specified in the attached Cost Estimate Sheet, as referenced herein as part of this Agreement, and deducted from any and all payment received thus far, the balance of which shall be returned to the Client, if any. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the Client shall be liable to pay for all work completed at the Standard Hourly Rate or at Web Site Management & Maintenance Hourly Rate as specified in the attached Cost Estimate Sheet.

The acceptance of invoice agrees to the terms of this Agreement on behalf of his or her organization or business.

Definition of "No Transaction Fees": Digital India Company does not charge you any fees relating to the processing of transactions under your account ("Transaction Fees"). However, your selected payment processor, such as PayPal or Stripe, may still charge you Transaction Fees for each payment you receive. You will be solely responsible for any such Transaction Fees.

Termination / Plan Change / Refund Policy: Digital India Company may terminate your Service under the following circumstances (non-exclusive list):

- i. Non-payment of fees
- ii. You are in breach of any term or condition of this Agreement
- iii. Your use of the Service disrupts Digital India Company business operations or affects any other party

All Subscriber data is removed from Digital India Company servers for such terminations.

You may request account termination or hosting plan changes at any time by contacting our mail id dicpune1@gmail.com or contact number mentioned on our website. Our contact

information can be found on the Contact page of our website:
<http://www.digitalindiacompany.com/contact%20us.php>

When submitting your cancellation request, you must provide the correct details for your account for verification. Incomplete cancellation requests will be deemed invalid and will not be processed. You will be responsible for any service fees that arise from your failure to cancel your account.

Refunds will not be given for services that are billed monthly or for one-time service fees, such as web design fees, file recovery fees, domain redemption fees, etc. You are eligible for a refund on hosting services that are not billed monthly under the following circumstances:

- iv. If you cancel your account within 30 days of sign-up, you will, upon request, receive a full refund on the hosting fees paid, less any setup fees or one-time service fees.
- v. If you cancel your account within 45 days of a hosting service renewal, you will, upon request, receive a full refund on the hosting fees paid on your most recent renewal. You will be subject to a Rs 1500 Refund Processing Fee for this refund.
- vi. If you cancel your account within 14 days of a hosting plan change, you will, upon request, receive a full refund on the hosting fees paid on your most recent hosting plan change, less any setup fees or one-time service fees. You will be subject to a Rs 1500 Refund Processing Fee for this refund.

If your hosting plan includes a free domain name, you may be required to pay an additional Rs 800 Domain Reimbursement Fee to reimburse Digital India Company for the domain name registration when you do any of the following:

- vii. You cancel your subscription to the hosting plan.
- viii. Your subscription to the hosting plan ends.
- ix. You make changes to your DNS settings.
- x. You transfer the domain name to another domain registrar.

Only one refund may be issued for each invoice. Digital India Company reserves the right to grant or deny any refund requests.

Domain name registrations, regardless if it is an initial registration or a renewal of an existing registration, cannot be cancelled and will remain in effect until the end of the registration term.

Prohibited Conduct: Digital India Company does not allow the use of unsolicited commercial email ("Spam") to promote products or services. Any Subscriber engaging in

the sending of Spam through the Digital India Company network or promoting information on websites hosted by Digital India Company will be considered in breach of this Agreement and will be suspended from the Service immediately.

Your use of the Service must be in compliance with Indian laws, and the laws of your country at all times.

You are responsible for ensuring that your use of the Service does not consume excessive system or network resources that disrupts the normal use of the Service through, but not limited to, spawning multiple processes, or consuming excessive amounts of memory, CPU or bandwidth capacity.

The following is a non-exclusive list of content, and behavior prohibited by the Service:

- xi. Content that contains or contains links to: nudity, pornography, adult content, materials with sex or foul language.
- xii. Content that condones, promotes, contains, or links to warez, cracks, hacks, their associated utilities, or other piracy related information, whether for educational purposes or not.
- xiii. Content that has been promoted through the sending of Spam or mail fraud schemes, or pages that promote or condone the sending of Spam. The sending of bulk email originating from our servers mass distributed to unknown recipients soliciting products or services, or of bulk email NOT originating from our servers mass distributed to unknown recipients soliciting products or services relating to a Website.com account will result in immediate account suspension.
- xiv. Content that is grossly offensive to the community, including blatant expressions for bigotry, prejudice, racism, hatred or excessive profanity, or to post any obscene, filthy, excessively violent, harassing, or otherwise objectionable material.
- xv. Content or otherwise that exploits children under 18 years of age.
- xvi. Content that sells or promotes any products or services that are unlawful in the location at which the content is posted or received.
- xvii. Content that infringes or violates any copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property right of any third party.
- xviii. Content that promotes mail fraud, multi-level marketing (pyramid) schemes or other illegal or fraudulent activities.
- xix. Content that posts or discloses any personally identifying information or private information about any third parties without their express consent.
- xx. Reverse engineering, reverse compiling or otherwise deriving the underlying source code or structure or sequence of any Website service, solution or technology.
- xxi. Reverse engineering, reverse compiling or otherwise deriving the underlying source code or structure or sequence of individual passwording of Subscriber Sites (or pages contained therein).

Notices: You agree that, unless other instructions are posted on Digital India Company 's website, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or sent by registered mail or by courier to each of the parties in accordance with the most current contact information you have provided to us, and the contact information for Digital India Company posted on our website www.digitalindiacompany.com. All notices shall be effective upon receipt, except that email notices shall be effective upon transmission.

Privacy: The Digital India Company Privacy Policy sets out our obligations with respect to the safeguarding, collection and use of Subscribers' personal information. The Digital India Company Privacy Policy is subject to modification from time to time. Subscriber information will not be disclosed or sold to any third parties.

Reservation of Rights:

Digital India Company reserves the right and sole discretion to:

- xxii. Censor any website hosted on its servers that is deemed inappropriate.
- xxiii. Review any account for excessive space or bandwidth utilization and to suspend service to those accounts that have exceeded allowed levels.
- xxiv. Terminate any account for non-payment of fees, for providing fraudulent account information or fraudulent payment information.
- xxv. Terminate any account if the contents of its website results in, or are the subject of, legal action or threatened legal action against Website.com or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit.
- xxvi. Terminate any account for unsolicited, commercial e-mailing (i.e., Spam), illegal access to other computers or networks (i.e., hacking), distribution of Internet viruses or similar destructive activities, activities whether lawful or unlawful that Website.com determines to be harmful to its other customers, operations or reputation, or for any breach of this agreement.
- xxvii. Suspend the Service at any time for any duration of time when necessary, without penalty or liability to ourselves.

You agree that it may be necessary for us to temporarily suspend the Service for technical reasons or to maintain network equipment or facilities.

Limitation of Liability: The Service is provided on an "as is" and "as available" basis and the use of the Service is at your own risk. Digital India Company makes no

representations or warranties, either expressed or implied, with respect to the Service, or any service or information provided through the Service. Digital India Company is not responsible for any damages, injury or economic loss arising from the use of the content or Service provided by Website.com.

In no event will Digital India Company be liable to you for any direct, indirect, incidental or consequential damages or economic loss arising out of the Service or in connection with your website or any other services or products provided to you.

Digital India Company, its officers, directors, owners, agents and employees shall in no way be liable to you or anyone else for any loss or injury resulting from the use of the Service or of your website.

In no event shall Digital India Company be held liable for any damages or economic loss, whatsoever, as a result of notifying any official of potentially illegal content on your website, or for providing copies of your data files to the appropriate authorities or cooperating with law enforcement efforts to locate persons who have posted content that is illegal or promotes illegal conduct.

Indemnification: You agree to indemnify and hold Digital India Company, its affiliates, sponsors, partners, directors, officers and employees harmless from and against, and to reimburse Website.com with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of or relating to your breach of this Agreement or use by you or any third party of the Services.

Force Majeure: Digital India Company will not be liable for any delay, interruption or failure in the provisioning of services if caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labor disputes, or other similar events beyond our control that may prevent or delay service provisioning.

Unenforceable Provisions: If any part of this Agreement is found to be invalid or unenforceable under applicable law, such part will be ineffective to the extent of such

invalid or unenforceable part only, without affecting the remaining parts of this Agreement in any way.

Governing Law: The rights and obligations of the parties pursuant to this Agreement are governed by, and shall be construed in accordance with, the laws of the province of Indian Court.

You may be subject to other local, provincial or state and national laws. You hereby irrevocably submit to the exclusive jurisdiction of the Courts of the Province of India Court for any dispute arising under or relating to this Agreement and waive your right to institute legal proceedings in any other jurisdiction. We shall be entitled to institute legal proceedings in connection with any matter arising under this Agreement in any jurisdiction where you reside, do business or have assets.

Age of Majority: Digital India Company does not accept agreements and payments from persons under the legal age of 18 years. By submitting your account application, you confirm that you are over 18 years of age or your parent or legal guardian has agreed to accept this Agreement on your behalf.

Waiver: No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

Entire Agreement: This Agreement, as may be updated from time to time and posted in website <http://www.digitalindiacompany.com/>, represents the complete agreement and understanding between us with respect to the Service and supersedes any other written or oral agreement.