

This document, the seedserver.co Terms of Service Agreement outlines the specific rules and regulations required to use our any of our products, software, services and web pages described for use by customers offered by Serverdock Ltd. These Terms may be updated by Serverdock Ltd. at any time without notice to the customer. The most current version of Terms will be available at <https://seedserver.co/tos.pdf>

GENERAL

Services may not be used without agreeing to the Terms. The Terms are accepted by the customer and Serverdock Ltd. whenever Services are ordered or paid for by the customer. The Terms are maintained independently of any other agreement between Serverdock Ltd. and the customer. Unless otherwise agreed in writing with Serverdock Ltd., any secondary agreements between Serverdock Ltd. and the customer will always include at minimum, the Terms outlined here. If a secondary agreement between Serverdock Ltd. and customer contradicts any attribute of Terms as outlined here, the secondary agreement shall take precedence. You may not use the services if you are not of legal age to form a binding contract with Serverdock Ltd., or you are barred from receiving services under the laws of India or the country in which you will be using the Services.

PRIVACY

The customer understand and agrees to the Privacy Policy provided by Serverdock Ltd..

RESALE

Unless specifically permitted in a separate agreement with Serverdock Ltd., the customer is not authorized to reproduce, duplicate, copy, sell, trade or resell the services provided by Serverdock Ltd. without attributing Serverdock Ltd..

REFUNDS

The Customer agrees and understands the Refund Policy provided by Serverdock Ltd.. To prevent abuse, Serverdock Ltd. reserves the right to refuse future services to any Customer seeking multiple refunds.

CUSTOMER SUPPORT

The customer understands that support provided by Serverdock Ltd. is on an as is, an available basis. Serverdock Ltd. makes no guarantees that support will be available or able to resolve a customer's problem.

FAILURE TO PAY

Serverdock Ltd. retains the right remove or retain the content stored on Serverdock Ltd.'s servers in the event of non-payment for the services.

PRICES & SPECIFICATIONS

Serverdock Ltd. reserves the right to alter prices, storage quantities, network rates, network volumes, and computational capabilities of all services at its sole discretion.

FAIR USE POLICY

Serverdock Ltd. users will properly use the assigned resources in a fair manner without interfering other users in the same environment, otherwise, Serverdock Ltd. has every right to regain control of the abused resource from users without prior notice. Serverdock Ltd. will not be liable nor

responsible for any customer/user loss out of this arrangement, and there will not be any refund of customer paid fee. Users of all Serverdock Ltd. services agree not to interfere with other users in an unfair or malicious manner such that other users are not able to receive due level of services. In all Serverdock Ltd. services, the word “unlimited” refers to an “unmetered” usage, but not without restrictions. Serverdock Ltd. reserves the right to impose restrictions of various sorts to ensure a fair usage amongst the user community without prior notice, to existing and new users, and upon repeated warnings, suspend and/or terminate offending users.

PROPRIETARY RIGHTS

The customer acknowledges that Serverdock Ltd. owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

CONTENT LICENSE

The customer retains copyright and all other rights they already hold in content which is stored on, or distributed through Services provided by Serverdock Ltd.. By storing or distributing content through Services, you give Serverdock Ltd. a perpetual, irrevocable, worldwide and royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, and publicly perform, publicly display and distribute said content using services. The customer agrees that this license includes a right for Serverdock Ltd. to make such content available to other companies, organizations or individuals with whom Serverdock Ltd. has relationships for the provision of syndicated services, and to use such content in connection with the provision of those services. You understand that Serverdock Ltd., in performing the required technical steps to provide the Services to our users, may: a) transmit or distribute your content over various public networks and in various media b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media You agree that this license shall permit Serverdock Ltd. to take these actions. You confirm and warrant to Serverdock Ltd. that you have all the rights, power and authority necessary to grant the above license.

SOFTWARE & SERVICE UPDATES

Any software provided with the Services may be updated or altered at any time. These changes are often to improve the quality of the Services and fix problems. You agree to receive such updates.

COMPLIANCE WITH LAW

The customer accepts full responsibility and accountability for all content stored on, downloaded to, or distributed from their Services. The customer certifies that they have legal rights to distribute and store everything stored on their Services, and all content is legal under Indian law, in addition to the laws of the country or region in which the customer resides, and the laws of the countries or regions in which their Services reside.

COMMON CARRIER

Serverdock Ltd. and customer agree that Serverdock Ltd. is solely acting as a common carrier in its capacity of providing services. The customer agrees that they are the publisher of any material or information and responsible for it adhering to the Terms. The content distributed by customer is in no way reflective of Serverdock Ltd.. Serverdock Ltd. does not filter or inspect the content distributed by the customer using our, as outlined in our Privacy Policy. All material stored or distributed by the customer is considered publicly accessible. Serverdock Ltd.'s distribution of content provided by

customer does not express or implies approval of material by Serverdock Ltd., nor does it confirm that the material is in compliance with the Terms.

AVAILABILITY OF SERVICES

The customer understands and agrees that interruptions of any services may occur at any time and without prior notification, and may continue for any duration. The customer agrees that under no circumstances will Serverdock Ltd. be held liable for any financial or other damages due to such interruptions. In no event shall Serverdock Ltd. be held liable to the customer for any damages, including but not limited to refunds, fees, loss of profits, loss of income, or cost of replacement services. The failure or interruption shall not be considered a default under these Terms.

LIMITATION OF LIABILITY

Serverdock Ltd. is not liable for protection or privacy of any content transmitted through the Internet or any other network provider, or services the customer may use.

INDEMNITY

The customer agrees to defend, indemnify and hold Serverdock Ltd. harmless from and against any and all claims, obligations, losses, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by Serverdock Ltd. arising from or due to claims made by third parties (including customers of the customer) that are related to or arising out of: a) false advertising claims against customer (or customers of customer) b) liability claims for products or services sold by customer (or customer's customers) any other transactions between customer and third parties. c) any content or links located on Serverdock Ltd.'s website from time to time including, without limitation, content submitted by customer for publication by Serverdock Ltd..

FORCE MAJEURE

Serverdock Ltd. shall not be liable to the customer or any other person, firm or entity for any failure of performance under these Terms if such failure is due to any cause or causes including, but not limited to strikes, riots, vandalism, fires, inclement weather, third-party provider outages, cable cuts, power crisis shortages, acts of terrorism, and or uncontrollable acts of God, or other similar occurrences; any law, order, regulation, direction, action or request of the Indian government or of any other government (including provincial and local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority; national emergencies, insurrections, riots, wars; or strikes, lockouts, or work stoppages or other labor difficulties; failures, shortages, breaches or delays.

NONDISCLOSURE

Serverdock Ltd. and the customer shall use their best efforts to keep the provisions (including price) of all agreements from the public, competitors, or others who may gain benefit from such knowledge unless required by law to divulge such information to regulatory authorities or unless required in connection with enforcing that party's rights hereunder.

RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by these Terms, and that no additional partnership, joint venture or employee/employer relationship is intended – unless otherwise specific in a separate agreement.

WAIVER

Any party's failure to insist on compliance or enforcement of any provision of these Terms shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of these Terms.

ATTORNEYS' FEES

If a legal proceeding is commenced to enforce or obtain a declaration of rights under this Terms, the prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the non-prevailing party, as well as any reasonable attorneys' fees and costs that the prevailing party incurred prior to commencing the proceeding.

NOTICES

Any notice under these Terms may be e-mailed, delivered personally or to such other places as the parties may designate in writing.

DATA BACK-UP & RECOVERY

The customer is responsible for independent backup of data stored on Serverdock Ltd.'s servers; unless the customer has arranged for services which include backup services in which case data backup will be performed under the terms of the specific data backup plan chosen by the customer. Serverdock Ltd. shall never be held liable for failure to recover data in the event of any sort of failure, and shall never be held accountable financially or otherwise for loss of data.

DISCLAIMER OF WARRANTIES

Services provided by Serverdock Ltd. are provided on an "as is, as available" basis. Serverdock Ltd. specifically disclaims any other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose. In no event shall Serverdock Ltd. be liable for any consequential, indirect, special or incidental damages, even if Serverdock Ltd. has been advised by the customer of the possibility of such potential loss or damage. If Serverdock Ltd.'s service to the customer is disrupted or malfunctions for any reason, serverdock Ltd. Shall not be responsible for any losses of income due to disruption of service during the period of disruption of malfunction.