

QuantumLink Communications Pvt Ltd
MailServe™ - End User License Agreement

The services (the "Services") provided by QLC including proprietary materials if any is subject to the terms and conditions of this End-User Services Agreement ("Agreement")

This agreement is between you, an individual or an individual acting on behalf of your employer, a corporation, partnership, or other legal entity (User) that will be using the services provided

AND

QuantumLink Communications Pvt Ltd (QLC).

Acknowledgment And Acceptance Of Agreement

QLC provides the Services described in this Agreement to the User under the terms and conditions of this Agreement, any amendments to this Agreement, and any operating rules or policies that may be published from time to time by QLC, all of which are hereby incorporated by reference. This Agreement comprises the entire agreement between User and QLC and supersedes any prior agreements pertaining to the subject matter contained herein.

Description Of Services

This End User Service Agreement is applicable to the USE, if the User has procured any services of the MailServe suite from QLC; which include but are not limited to the following:

- | | |
|----------------|----------------|
| ✍ Mail Hosting | ✍ SMTP Relay |
| ✍ Web Hosting | ✍ FTP Hosting |
| ✍ MailDirect | ✍ Email To SMS |

Charges

These Services are provided to User at the discretion of QLC and at charges quoted to the User at the time of signing up for the services. QLC reserves the right to amend the charges for the services. QLC further reserves the right to disable the services if the User has outstanding dues for a period of thirty (30) days.

Change Of Service

QLC reserves the right to modify or discontinue, temporarily or permanently, the Services with appropriate notice to the User. User agrees that QLC, and their third party service providers (if any) shall not be liable to User or any third party for any modification or discontinuance of the Services.

Storage Of Communications

Based on information given to the User at the time of signing up for the services, QLC will establish an upper limit on the extent of email messages, communications, or other data/content maintained or transmitted by the User. Over and above the upper limit specified, QLC and their third party service providers assume no responsibility for the deletion or failure to store email messages, communications, or other content maintained or transmitted through the Services.

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User Content

QLC considers email transmitted via the Services to be the private correspondence of the sender. QLC will neither monitor, edit nor disclose the contents of a User's private communications, except:

- ✍ As required by law
- ✍ To comply with legal processes
- ✍ If necessary to enforce this Agreement
- ✍ To respond to claims that such content violates the rights of third parties
- ✍ To protect the rights or property of QLC, its third party service providers, or others

Ownership

The User acknowledges that it is the User's who is responsible and owns the content posted on or transmitted through the servers of QLC and that QLC does not take any responsibility for such content. However, QLC reserves the right to remove any public content posted by a User that violates any law or condition of this Agreement, upon notice of such violation.

User understands and agrees that technical (and sometimes manual) processing of email communications, web site postings, and any other information supplied by User is and may be required:

- ✍ To send and receive messages;
- ✍ To conform to the technical requirements of connecting networks;
- ✍ To conform to the limitations of the Services;
- ✍ To conform to other, similar technical requirements;
- ✍ To generate system logs

Endorsement

User acknowledges and agrees that QLC and their third party service providers do not endorse the content of any of the User's communications and are not responsible or liable for any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, indecent, or otherwise objectionable content, or content that infringes or may infringe the intellectual property or other rights of another.

Email Address

The User is at liberty to choose the first part of its email address i.e. the user name, which will be followed by the "@" symbol and the domain name (Example: yourname@yourdomain.com.). User agrees to choose a user name which is unique, not obscene, unlawful, or otherwise objectionable, in QLC's sole discretion.

User Name, Member Account, Password And Security

User will receive a designated password and account upon completing the registration process for the Services. User is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under the User's account. The User agrees to immediately

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notify QLC of any unauthorized use of User's password or account or of any other breach of security.

User Conduct

The User agrees to abide by all applicable local, state, national, and international laws and regulations during use of the Services, and agrees not to interfere with the use and enjoyment of the Services by other users. User agrees to be solely responsible for the contents of User's private and public communications, whether uploaded, posted, emailed, or otherwise transmitted through the Services.

User agrees:

- ✘ Not to use the Services for illegal purposes;
- ✘ Not to interfere with or disrupt the Services or servers or networks connected to the Services;
- ✘ To comply with all requirements, procedures, policies, and regulations of networks connected to the Services;
- ✘ Not to resell the Services or use of or access to the Services;
- ✘ To comply with all applicable laws regarding the transmission of technical data
- ✘ Not to attempt to gain unauthorized access to other computer systems or networks connected to the Services.

User agrees not to upload, post, email, or otherwise transmit through the Services:

- ✘ Any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, indecent, tortuous, or otherwise objectionable material of any kind;
- ✘ Any material that violates the rights of another, including, but not limited to, the intellectual property rights of another;
- ✘ Any material that violates any applicable local, state, national, or international law or regulation; or
- ✘ Unsolicited or unauthorized advertisements, promotional materials, "junk mail," "spam," "chain letters," or other forms of solicitation.

The User agrees that QLC has the rights and is at liberty to temporarily disable the services offered to the user without any prior initiation to the user in case it is observed that the Spam or Virus mails are being routed to the QLC servers from the User's computer or by using the User's account and password.

The User acknowledges and agrees that QLC may ban the User from future use of the Services if the User does not comply with QLC's standards of conduct. Furthermore, User acknowledges and agrees that QLC may recover damages from the User if the User violates these terms.

Indemnity

The User agrees to indemnify and hold QLC and their third party service providers and their parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of the User's use of the Services, the User's connection to the Services, the User's violation of this Agreement, or User's violation of any rights of another party.

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Termination

The User agrees that QLC, or their third party service providers may terminate the User's password, account, or use of the Services if QLC, or their third party service providers believe:

- ✍ That User has violated or acted inconsistently with the letter or spirit of this Agreement; or
- ✍ That User has violated the rights of QLC, or their third party service providers or other Users or parties.

The User agrees QLC may immediately delete User's accounts and all related information, communications, and files, and may bar any further access to such account, communications, files, or the Services under any provision of this Agreement. The User also acknowledges and agrees that termination of any of the Services may be effected without prior notice.

Proprietary Rights

The User acknowledges and agrees that content, including, but not limited to, text, software, music, sound, photographs, graphics, video, or other material contained in configuration software, sponsor advertisements (if any) or any other information presented to the User through the Services or third party advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws.

The User acknowledges and agrees that the User is permitted to use this material and information only as expressly authorized by QLC, or advertisers, as applicable, and may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without such express authorization.

Disclaimer Of Warranties

While every effort is made by QLC to provide highest quality services to its Users, the User acknowledges that the linking, quality and speed of data transmission through the networks is entirely dependant on the telecommunication set-up or any other forms of local / internet connectivity. Accordingly, QLC shall in no event be responsible to the subscriber in any manner whatsoever for any failure, defect, delay in connectivity or accidental loss of connectivity of the User or the deficiency in data transmission, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising there from. QLC, and their third party service providers expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Limitation Of Liability

The user agrees that QLC and their third party service providers shall not be liable for any indirect, incidental, special or consequential damages resulting from

- ✍ The use or the inability to use the services, or
- ✍ From messages received or

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- ✗ Transactions entered into through or from the services, or
 - ✗ Resulting from unauthorized access to or
 - ✗ Alteration of user's transmissions or data, including, but not limited to, damages for loss of profits, use, data, or other intangibles,
- Even if QLC, or their third party service providers have been advised of the possibility of such damages.

The user further agrees that QLC, and their third party service providers shall not be liable for any damages (except as per the provisions in SLA) arising from interruption, suspension, or termination of services, including, but not limited to, direct, indirect, incidental, special consequential, or exemplary damages, whether such interruption, suspension, or termination was justified or not, negligent or intentional, inadvertent or advertent.

If the User has chosen the Server Side Anti Virus service, the User is advised that this virus scanner is not guaranteed to detect or repair all viruses and variants, as new viruses and variants frequently appear. The User is aware that there is a risk involved whenever downloading email attachments to their computer or sending email attachments to others and that, neither QLC nor its licensors are responsible for any damages caused.

Force Majeure

If at anytime, during the term of the agreement, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., the User shall not have any claim for damages against QLC in respect of such non-performance or delay in performance the Services.

Arbitration Of Disputes

In the event of any question, dispute or difference arising out of provisions of the Services, the matter shall be referred to the sole arbitration of the Managing Director, QuantumLink Communications Pvt Ltd, Mumbai.

Amendment

QLC may modify this Agreement at any time, and such modifications shall be effective immediately upon email, posting or other method of notification to User. User's continued use of the Services shall be deemed to be User's conclusive acceptance of the modified Agreement.

General

This Agreement and the relationship between QLC and the User shall be governed by the laws of India within the jurisdiction of the city of Mumbai without regard to its conflict of law provisions. The failure of QLC, and their third party service providers to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and rule that the other provisions of this Agreement remain in full force and effect.