

# Terms and conditions

## I. Contractual bases

1. All services of the company **WWW INFOTECH LLP**– in the following are provided on the basis of these terms and conditions, the information provided on the website of **WWW INFOTECH LLP** and other terms and conditions referred to in these conditions.
2. Customer's terms and conditions as well as individual agreements are only valid if **WWW INFOTECH LLP** has provided their consent in written form.
3. **WWW INFOTECH LLP** may modify these terms and conditions, the registration agreement, the terms of use and the price lists at any point in time. **WWW INFOTECH LLP** is obliged to inform the customer of the terms and conditions change by mail or email
4. The customer is obliged to review and save these terms and conditions, as well as the respective appendixes which are relevant to the customer. **WWW INFOTECH LLP** will keep a current version of these terms and conditions available on their websites.
5. The customer undertakes to maintain complete and accurate contact information in his user account at all times. **WWW INFOTECH LLP** is authorized to verify the information or to request evidence and to terminate the account upon detection of incorrect or incomplete data.
6. The customer agrees to **WWW INFOTECH LLP** sending important notifications by email. The email address entered in the customer account must therefore be kept current and checked at regular intervals. **WWW INFOTECH LLP** is not responsible for customers not taking notice of messages sent to the email address provided by the customer.
7. By initiating an order through **WWW INFOTECH LLP** and/or by executing electronic actions the customer declares that he has the proper authority to place orders either for himself or as properly authorized representative of his organization and that he agrees to the terms and conditions, contractual terms and registration agreements in all parts.
8. In case of orders for or in the name of third parties, the customer remains the only contract partner of **WWW INFOTECH LLP** Our terms and conditions, contract terms and general registration rules shall also apply to the third party; the customer is obliged to bind the third party to abide by the required code of conduct and duties and pass on these terms to the third party.



## II. Contract

9. The **WWW INFOTECH LLP** webpages constitute an invitation for customer contract applications. The content of the webpages is subject to change without notice. A contract can be concluded by either written or electronic confirmation of the application by **WWW INFOTECH LLP** or by fulfilment of the order. Mere use of the website or confirmations of receipt of an order shall not result in an agreement with **WWW INFOTECH LLP**
10. In case the order is only partially deliverable, then the customer will also accept partial delivery.
11. The object of the agreement and scope and description of services shall be defined by the specific agreements.
12. The customer is obliged to check the order confirmation from **WWW INFOTECH LLP** and must contact **WWW INFOTECH LLP** immediately in case of errors or mistakes.

## III. Domain and hosting services

13. For the use of services relating to the registration or management of domain names our registration and management terms for domain names (Registration Agreement) additionally apply as well as, if applicable, the registration requirements of QDR or ICANN and the respective registries which shall be considered part of the agreement.
14. For the use of hosting or email services the hosting service terms of **WWW INFOTECH LLP** additionally apply and shall be considered a part of the agreement.

## IV. Duration of contract and termination

15. The term of a service follows the accounting periods laid down in the specific agreements. Unless otherwise agreed or if the service description indicates otherwise, a standard term of 12 months applies to all services.
16. Agreements with a minimum term of 12 months are automatically renewed for another 12 months if they are not terminated with a notice period of 3 months to the expiry date, unless agreed otherwise.



17. Agreements with a term of less than 12 months shall be automatically renewed by their respective minimum term, unless they are not terminated with a notice period of 1 month before the date of expiry, unless agreed otherwise.
18. Services that are currently provided free of charge can be suspend or be made chargeable at any time, upon prior announcement by **WWW INFOTECH LLP**, provided WWW INFOTECH LLP grants a right of special termination to the customer.
19. Both sides can cancel the contract for important reason. An important reason for **WWW INFOTECH LLP** is particularly assumed to exist when the customer
  - is in delay of submitting the fee in the amount of one Annual fee for contracts which have a minimum duration or where a certain duration time period has been agreed upon,
  - is in more than 30 calendar-days delay of submitting the payment for contracts with an undefined length,
  - culpably violates duties of the contract or these terms and conditions,
  - by the use of the respective service obviously violates valid rights,
  - does not modify the use of the service within appropriate period in such a way that they meet the requirements regulated in the terms and conditions despite having received a warning; or
  - Culpably or negligently acts contrary to the terms and conditions of the agreement or the registration policies of the registries (if applicable).

In these cases the customer loses all rights to the service.

20. The customer will be informed by e-mail about the obligation to pay the renewal fees prior to the end of the contractual term. In the case of non-payment at least 3 days prior to the expiration date the customer will lose all rights to the performance of the service.
21. If the customer did not terminate the contract on time and the customer has either identified his payment method to be credit card or bank debit and provided current and valid payment details, then the due amount 10 days will automatically be charged prior to the expiration and the agreement will be renewed accordingly. The same applies if the customer has sufficient funds or credit in his account.
22. In the event of premature termination of a service no prorated refund of the consideration is paid for the remaining period, unless the termination is caused by **WWW INFOTECH LLP** culpably or through gross negligence without legal basis. This also applies to other services or additionally booked options as well as termination for cause and termination due to binding decisions in domain name disputes.





23. Cancellations notices are only accepted in written form, which shall include Email or faxed messages.

## V. Pricing

24. The prices for services of **WWW INFOTECH LLP** and for third-party services mediated by **WWW INFOTECH LLP** are published without engagement on the websites; these prices can be changed at any point in time. This also applies for charge-free services.
25. Prices are only valid for the actual price on the day of the conclusion of contract or of the contract renewal.

## VI. Payment

26. Payment can be made by bank debit order from any bank, credit card (VISA, Mastercard), by wire transfer, by or by sending a check in favor of WWW INFOTECH LLP. **WWW INFOTECH LLP** reserves the right to restrict payment methods available on a case by case basis.
27. Usage-based fees will become due immediately upon invoice unless another due date is agreed upon. Other charges must be paid in advance by the customer.
28. Execution of the tasks will only start after a successful credit card payment, by direct debit, or - for payments by check or bank transfer - are introduced to the account of **WWW INFOTECH LLP** on receipt of the amount. All transaction costs must be covered by the customer. The customer has no right to fulfilment until payment is received in full.
29. If the customer fails to submit payment until the due date despite a reminder of **WWW INFOTECH LLP**, he is in default. In other respects, the statutory regulations for default shall apply.
30. Customer agrees that he will lose all rights to a service in case those payments are not submitted or not submitted in full or in the case of a charge back by their bank or credit card company, credit card fraud or any other reversed payment.
31. Invoices are published in the account of the customer as well as sent by e-mail, unless another procedure is agreed upon.
32. The payments for services is also not refundable in case of disruptions in the service due to force majeure or other causes outside the realm of **WWW INFOTECH LLP** responsibilities.



33. Prepayments for services which could not be rendered will be credited to the customer account and can be refunded at any point in time or be automatically used for open orders for which no payment has occurred. The customer will cover all costs of this refund.
34. If a bank debit is denied by customer, or denied by the bank due to insufficient funds, or a chargeback be initiated for any reason, the customer is liable for the bank costs, In addition, the customer irrevocably authorizes his bank to communicate to **WWW INFOTECH LLP** or their agents the name and address of the customer.
35. Per justified due payment reminder **WWW INFOTECH LLP** is entitled to demand to the costs incurred. **WWW INFOTECH LLP** is also entitled to cease all services after unsuccessful reminder without notice and to block the access of the customer to his account(s).
36. The customer can only offset his own claims against claims of **WWW INFOTECH LLP** if these claims have been accepted by **WWW INFOTECH LLP** in writing.
37. In case of default on payments, **WWW INFOTECH LLP** may charge an annual for covering License costs

## VII. Liability

38. As a condition of the customer's access and use of the services of **WWW INFOTECH LLP** the customer agrees to defend, indemnify, save and hold harmless **WWW INFOTECH LLP**, agents, partners, QDR, ICANN, the respective central registry as well as all persons involved in rendering of the service in respect to all claims, demands, liabilities, costs and/or expenses resulting from an illegal use of the service, of the domain name registered by the customer or the content provided on a registered domain. In the event of a claim, customer has the right to prove **WWW INFOTECH LLP** that claims in the context of the exemption have not occurred in the demanded extent or not at all, and / or the customer is not responsible.
39. Neither **WWW INFOTECH LLP**, its agents, partners, QDR, ICANN, the respective central registry nor any person involved in the rendering of the service will be liable to the customer or any third party for any direct or indirect loss of profits, earnings or business opportunities, damages, expense, or costs resulting directly or indirectly from any failure to perform any obligation or provide service hereunder because of any Force Majeure, or governmental acts or directives, strikes, riot or civil commotion, war, any natural disaster, equipment or facilities shortages which are being experienced by



providers of telecommunication services generally, or other similar force or condition beyond **WWW INFOTECH's** reasonable control.

40. **WWW INFOTECH LLP** cannot be held liable for delays of services and server downtimes due to force majeure, fault of third parties or due to events which **WWW INFOTECH LLP** has no influence on, despite any agreed upon deadlines and dates. **WWW INFOTECH LLP** is authorized to postpone the provision of services and/or delivery by the duration of the respective disruption plus an appropriate starting time. Furthermore **WWW INFOTECH LLP** can limit access to the service if the stability and security of the operation, the maintenance of the net integrity, in particular the avoidance of serious disturbances of the network, the software or stored data require such action. **WWW INFOTECH LLP** is not obligated to review or monitor the use of the service by the customer to ensure their legality.
41. The customer agrees to keep all passwords and access data received from **WWW INFOTECH LLP** for access to our services secret and to inform **WWW INFOTECH LLP** once he receives any information about unauthorized parties gaining access to these passwords. The customer acknowledges that he is responsible for any orders or statements issued with his user-identification and that he bears the risk of unauthorized use of his access data. Should unauthorized third parties use **WWW INFOTECH LLP** services while using his account, the customer is responsible for all fees and damages. **WWW INFOTECH LLP** may lock access to an account if there is sufficient reason to assume it is used by unauthorized parties. **WWW INFOTECH LLP** will inform the customer without delay of any such measure taken.
42. In case of allowed use by third parties or resale of products and services of **WWW INFOTECH LLP** to third parties, the customer is liable for any claims resulting from violations of the contract terms by the third party and shall indemnify **WWW INFOTECH LLP** in full from all claims resulting from the use of the service by the third parties.

## VIII. Protection of data

43. For carrying out the services the storage, processing and use of personal data of the customer is necessary. This is done within the scope of the legal data protection regulations. Additional information on this is provided in the data protection guidelines of QDR and **WWW INFOTECH LLP** which are deemed to be part of these terms and conditions.



## IX. Final clauses

44. If any provision of these terms and conditions shall be or become unenforceable and/or invalid, such unenforceability and/or invalidity shall not render these terms and conditions unenforceable or invalid as a whole. Any provision determined to be unenforceable or invalid shall be replaced by provisions which are valid and enforceable and closest to the original objectives and intents of the original provisions in an economic and legal sense that would have been agreed upon by the parties, had they known of the invalidity at the time of the agreement. As far as legally possible **WWW INFOTECH LLP** shall replace the clause in the above-mentioned extent.

## X. The right to withdraw

As non-commercial customer you shall have the right to withdraw from the contract in writing within a period of four weeks and without stating any reason. The notice of cancellation shall be addressed to:

### **WWW INFOTECH LLP**

Office-206, 2nd Floor Travancore Twingle, Chittoor Road,

KOCHI - 682018 – INDIA

Tel: +91- 484-48-513-88

Email: [support@w3infotech.com](mailto:support@w3infotech.com)

The right to withdraw from the contract cannot be applied if the customer explicitly requires the immediate execution of the service (e.g. Domain registration, account opening, web space activation) prior to the four weeks period or if the customer has initiated the services himself.

