



DIADEM TECHNOLOGIES PVT. LTD.

ISO 27001 Certified Cloud Service Provider

MASTER SERVICE AGREEMENT

Governing the provision of Hosting, Cloud and Related Services

<p>SERVICE PROVIDER Diadem Technologies Pvt. Ltd. AD-15, Salt Lake City, Sector-1 Kolkata, West Bengal – 700064 www.diadem.in</p>	&	<p>CUSTOMER <i>As identified during account registration or the entity on whose behalf this Agreement is executed</i></p>
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Executed at Kolkata, West Bengal, India

Effective Date: [Current Date upon service commencement]

TABLE OF CONTENTS

Parties & Recitals.....	4
1. The Terms.....	5
1.1 Definitions.....	5
1.2 Agreement.....	6
1.3 Modifications	7
2. Services	8
2.1 Initial Term.....	8
2.2 Changes	8
2.3 Available Services	9
2.3.1 Website Hosting.....	9
2.3.2 Domain Names	10
2.3.3 Other Services	11
2.3.4 Microsoft Licensed Software Services.....	11
2.4 Pricing, Refunds and Renewals	12
2.5 Suspension of Services	14
2.5.1 Temporary Suspension Without Prior Notice.....	14
2.5.2 Suspension with Notice	14
2.5.3 Suspension for Non-Payment.....	14
2.5.4 Effect of Suspension	14
2.6 Retention & Backup Policy.....	15
3. Customers.....	16
3.1 Eligibility	16
3.2 Obligations	16
3.3 Code of Conduct.....	17
3.4 Abuse Policy.....	17
3.5 Monitoring & Support.....	18
3.6 Termination	18
4. Legal Statements	20
4.1 Governing Law	20
4.2 Intellectual Property	20
4.3 Grievance Officer.....	21
4.4 Linking to the Website	21
4.5 Electronic Communication	21
4.6 Third Party Legal Actions.....	22

4.7 No Resale of Service	22
4.8 Entire Agreement.....	22
5. Disclaimer	23
5.1 Risk Factors	23
5.2 Disclaimer of Warranties.....	23
5.3 Limitation of Liability	24
5.4 Indemnity.....	24
Annexures.....	25

Parties & Recitals

This Agreement is made, entered into and executed at **Kolkata, West Bengal, India** on the Effective Date (as defined herein).

BETWEEN:-

Diadem Technologies Pvt. Ltd. (hereinafter referred to as "**Diadem**") AND you (hereinafter referred to as "**Customer**"). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the term "Customer" shall refer to such entity.

WHEREAS Diadem provides various Hosting and other related products and services; AND **WHEREAS** the Customer wishes to purchase Diadem's Products and Services;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Diadem and the Customer, intending to be legally bound, hereby agree as follows:

1. The Terms

1.1 Definitions

The following terms shall have the meanings ascribed to them below throughout this Agreement:

- **"Agreement"** — Means this Master Services Agreement and the SLA, AUP and the Privacy Policy collectively.
- **"AUP"** — Means the Acceptable Use Policy attached to this Agreement as Annexure-2.
- **"Content"** — Means all information, data, text, sound, pictures, graphics, video, messages, advertisements, or other materials hosted on Diadem servers.
- **"Current Date"** — Means the date on which any services are hired or availed at Diadem.in by the Customer, including the date which in some cases may have been recorded in the database as the date of registration for services.
- **"Customer Control Panel"** — Refers to the set of Web-based interfaces provided by Diadem and its Service Providers to the Customer, which allows the Customer to manage services.
- **"Diadem / we / us / our"** — Refer to the website www.diadem.in and Diadem Technologies Pvt. Ltd.
- **"Due Date"** — Shall mean expiry of a period of fifteen (15) days from the date of an invoice raised by Diadem.
- **"Information"** — Includes data, message, text, images, sound, voice, codes, computer programs, software and databases or microfilm or computer generated micro fiche.
- **"Initial Term"** — Shall mean a period of 12 months from the Service Commencement Date.
- **"Order"** — Refers to a Diadem product ordered/purchased by the Customer, having a unique Order ID assigned to it.
- **"Packages"** — Means customised hosting packages made available either under Shared, Cloud or Dedicated server.
- **"Products/Services"** — Refer to the Web-based products/services made available by Diadem, including but not limited to Domain Names, Website Hosting, Website Services, Multimedia Services, Internet Marketing, etc.
- **"Proprietary or Confidential Information"** — Shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information.
- **"Registration Data"** — Refers to the information provided in the Customer registration form and any other information provided later.
- **"Renewal Term"** — Shall mean rolling periods of the same length as the Initial Term which shall automatically commence after the expiry of the Initial Term (or as

the case may be a Renewal Term) unless notice is given by either Party, at least thirty (30) days prior to expiry of the Initial Term (or as the case may be a Renewal Term), to stop the Services.

- **"Sensitive Information"** — Or "personal data" of a person means such personal information which consists of information relating to password, financial information, etc., as defined under the Information Technology Act and Rules thereunder.
- **"Service Commencement Date"** — Shall mean the date of acceptance by Diadem of the first purchase order issued by the Customer under this Agreement.
- **"Service Credits"** — Shall mean the credits which the Customer would be entitled to receive on account of failure by Diadem to provide Services as per the standards mentioned in the SLA.
- **"Service Level Agreement (SLA)"** — Shall mean the Service Level Agreement annexed as Annexure-1 hereto.
- **"Services"** — Shall mean (i) services such as hosting services, provision of servers and other devices and other services, and (ii) Supplemental Services, in all situations as set out in the written purchase order(s) raised by the Customer on Diadem and accepted by Diadem.
- **"Supplemental Services"** — Shall mean services which are requested for in writing by the Customer other than those already agreed to be provided by Diadem, as set out in the written purchase order(s) raised by the Customer on Diadem and accepted by Diadem.
- **"Site / Website"** — Refers to www.diadem.in.
- **"Term"** — Means the Initial Term and any Renewal Term, which may be referred to collectively in this Agreement.
- **"Terms / User Agreement"** — Refers to the Master Service Agreement contained herein.
- **"Territory"** — Means the territory of India.
- **"User / You / Customer"** — Refer to the individual or entity who avails of any website product or services from Diadem Technologies Pvt. Ltd.
- **"Microsoft Products"** — Means any Microsoft software products, including without limitation Microsoft Windows Server operating systems, Microsoft SQL Server database software, and any other Microsoft software products, provided to the Customer as part of the Services and licensed by Diadem under a Microsoft Service Provider License Agreement ("SPLA").

Other terms shall have the meaning as defined under the Information Technology Act, 2000 and rules made thereunder.

1.2 Agreement

You agree that, by completing the purchase/registration process online or by availing of any products or services at Diadem and thereby accepting terms and conditions, you will be bound by the following Agreement. This Agreement will be read together with the purchase

order(s) for the service issued by the Customer and accepted by Diadem. We intend this to be the legal equivalent of your signature on a written contract, and equally binding.

Furthermore:

- Diadem services owned and operated by Diadem Technologies Pvt. Ltd., Kolkata are provided to you under the terms and conditions of this Agreement, annexed SLA and AUP, and any other operating rules or policies that may be published by us on the website from time to time.
- All the terms set here are presented in the English language and it is the sole responsibility of the Customer to understand these terms accurately. You must read, understand, agree with and accept all of the terms and conditions contained in these Terms before you use services or register at this website.
- You warrant that as a Customer you have independently evaluated the desirability of the service and are not relying on any representation, agreement, guarantee or statement other than as set forth in this Agreement.
- Customer is required to take a printout of this Agreement at the date of entering into agreement with us and preserve the copy for future reference, as the Terms may change from time to time. In case no such copy of the Terms is preserved, the Terms existing upon the website as on date shall become applicable.
- **Term of Agreement:** The term of this Agreement for renewable services shall be 1 (ONE) YEAR from the Effective Date and will automatically renew for successive Renewal Terms. The Term shall continue until the earlier to occur of: (a) the Agreement is terminated as provided under the Termination clause; or (b) the Customer elects not to renew at the end of the Initial Term or any Renewal Term.
- We strongly recommend that, as you read this Agreement, you also access and read the information contained in Annexures and other pages/websites referred to in this document, as they may contain further terms and conditions applicable to you.

1.3 Modifications

- We reserve the right to modify this Agreement at any time by posting a new agreement on our site. You should always review the Agreement prior to using the Site.
- If any modification to the Agreement is unacceptable to you, your only recourse is to terminate this Agreement. If you continue to access any of our services after that time, you will be deemed to have accepted the change.
- We further reserve the right to change or discontinue sale of specific products or services or their prices from time to time, which will be posted on the website.

2. Services

Customer shall raise purchase orders online on Diadem for provision of Services. Diadem agrees to provide Services as set out in the purchase orders issued by the Customer, from the Service Commencement Date till the end of the Initial Term, in accordance with the terms of this Agreement.

Diadem may also provide Supplemental Services as and when requested for by the Customer and accepted by Diadem. Fees for such Supplemental Services may be fixed and mutually agreed between the Parties in advance.

Diadem shall be entitled to refuse to accept purchase orders: (a) that are not in accordance with this Agreement; (b) that are issued for services/facilities not covered in the Service Catalogue; (c) that contain terms and conditions or prices contrary to the understanding of the Parties; or (d) at its sole discretion.

2.1 Initial Term

- The Initial Term for the Services shall commence on the Service Commencement Date. Customer acknowledges and accepts that the provision of Services shall be subject to a minimum service period of 3 months from the Service Commencement Date ("Minimum Service Period"). The Customer shall not be entitled to terminate this Agreement during the Minimum Service Period except for the sole reason as specified in this Agreement. If the Customer terminates this Agreement before the expiry of the Minimum Service Period, the Customer undertakes to pay Diadem an early termination compensation equivalent to the fee payable for the balance period of the Minimum Service Period.
- On expiration of the Initial Term, the Renewal Term shall automatically commence upon the same terms and conditions mentioned in this Agreement, as may be amended as on date.
- In the event a Party does not wish to extend/renew this Agreement after the expiry of the Initial Term or a Renewal Term, that Party shall send a written notice of at least thirty (30) days prior to the expiry of the relevant Term to the other Party. Upon receipt of such notice and expiry of the relevant Term, the Agreement shall be deemed to have expired.

2.2 Changes

- If the Customer makes requests for any change in the Services, and such change results in increased cost, additional time for performance, or otherwise adversely affects Diadem, the schedule, warranty, price and other terms of the purchase order and Agreement may be equitably adjusted by agreement of the Parties. In no event shall Diadem be obligated to proceed with any change unless such adjustments have been agreed upon in writing.
- Notwithstanding the above, and with prior consent of the Customer in case of material changes, Diadem reserves the right to make changes in design, construction, arrangement and provision of Services, provided such changes do not

result in any increase in price or time for performance or alter any performance guarantees or warranty obligations. Customer shall not unreasonably withhold its consent in case of material changes.

2.3 Available Services

2.3.1 Website Hosting

- **Service Availability:** Diadem Technologies aims to achieve 99.5% service availability of its Hosting Services for all customers. The Service Level Agreement, as annexed hereto, further governs Service Credits for different hosting types.
- **Data Backups:** Customers are advised to maintain their own data backups on their home computers or storage media as a precautionary measure. Diadem recommends all clients take regular backups of all important data.
- **Network Changes:** Upgrades and changes in Diadem's network, including changes in software, hardware, and service providers, may affect the display or operation of Customer's hosted content and/or applications. Diadem reserves the right to change its network in its commercially reasonable discretion and shall not be liable for any resulting harm to Customer.
- **Prohibited Uses:** The Customer shall not use or permit use of the Hosting Order in violation of this Agreement, including but not limited to:
 - Use as a backup/storage device.
 - For any unacceptable or inappropriate material as determined by Diadem in its sole discretion, including Topsites, IRC Scripts/Bots, Proxy Scripts/Anonymizers, Pirated Software/Warez, Image Hosting Scripts, AutoSurf/PTC/PTS/PPC sites, IP Scanners, Bruteforce Programs/Scripts/Applications, Mail Bombers/Spam Scripts, Banner-Ad services (commercial banner ad rotation), File Dump/Mirror Scripts, Commercial Audio Streaming (more than one or two streams), Escrow/Bank Debentures, High-Yield Interest Programs (HYIP) or Related Sites, Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Schemes), Sale of any controlled substance without prior proof of appropriate permits, Prime Banks Programs, Lottery Sites, MUDs/RPGs/PPBGs, Hateful/Racist/Harassment oriented sites, Hacker focused sites/archives/programs, Sites promoting illegal activities, Forums distributing or linking to warez/pirated/illegal content, Bank Debenture Trading Programs, and Fraudulent Sites.
 - Use over 25% of system resources, including Memory, CPU, Disk, Network, and Bandwidth capacity, for longer than 90 seconds in any consecutive 6-hour period.
 - Execute long-running, stand-alone, unattended server-side processes, bots or daemons.
 - Run any type of web spiders or indexers.
 - Run any software that interfaces with an IRC (Internet Relay Chat) network.
 - Run, host, or store any P2P client, tracker, software, server, files, content or application, including bittorrent.

- Participate in any P2P or file-sharing networks.
- Run any gaming servers.
- Run cron entries with intervals of less than 15 minutes.
- Store over 100,000 files.
- Constantly create and delete large numbers of files on a regular basis, or cause file system damage.
- Run any MySQL queries longer than 15 seconds.
- Divide Multi-Domain Hosting Orders into smaller packages to resell.
- Store a large number of media files (audio, video, etc.), wherein the limit is at Diadem's sole discretion.
- Send over 100 messages per hour per user and/or 300 messages per hour for a domain name.
- Use the email service for sending or receiving unsolicited emails or emails through automated scripts hosted on your website.
- Send emails to invalid recipient email addresses resulting in excessive bounce-back messages.
- Send emails with malicious content.
- **Bandwidth Allowance:** You are allocated a monthly bandwidth allowance depending on the hosting package purchased. If your account exceeds the allocated amount, Diadem reserves the right to suspend the account, charge for overages, or require an upgrade. Unused transfer in one month cannot be carried over to the next month.
- Shared accounts may not be used to resell web hosting to others. If you wish to resell hosting, you must use a reseller account.

2.3.2 Domain Names

Diadem is not a domain registrar but a reseller. All customers who purchase or transfer a domain to us are bound by additional terms and conditions provided during the Domain Registration process. Domain purchases and transfers are billed at applicable prices for respective extensions.

- Customer is required to provide correct and maintain up-to-date registrant information for registered Domain Names, which is also made available as WHOIS information under ICANN policy. Providing false WHOIS information can lead to suspension and cancellation of Domain Registration.
- Customers have the option to choose the Privacy Protect option to hide WHOIS information. Note: this feature is available for specific TLDs only (e.g. .com, .net, .org) but not for .IN Domain Names.
- Once a Domain Name is ordered for registration online at Diadem, the domain remains available to the public for registration globally until payment is credited. We therefore suggest you select an online payment method through a secured payment gateway.

- Once a Domain Name enters the Deletion process after expiration, Diadem makes no guarantee regarding the number of days before the same name becomes available again for purchase, as this is governed by respective Domain Deletion Cycle policies.

2.3.3 Other Services

Other services which may be offered by us include Website Development, Internet Marketing, Multimedia and Graphic Design services, subject to the following additional terms:

- Charges for these services depend upon the nature of the work and effort required. An estimate is made available to the Customer upon confirmation of exact requirements, which may be a fixed amount or on a per-hour basis.
- Charges are to be paid as per the schedule made available to you at the time of entering into the agreement for the required service, which may include advance payment for work to commence, and 100% payment before complete delivery of work.
- Advance payments are non-refundable once the project has started or is in progress.

2.3.4 Microsoft Licensed Software Services

Where the Services include software licensed by Microsoft Corporation under a Service Provider License Agreement ("SPLA"), the following additional terms apply:

- (a) Microsoft End User Licence Terms.** Certain Services provided by Diadem include software products licensed by Microsoft Corporation ("Microsoft"), including Microsoft Windows Server operating system software and Microsoft SQL Server database software (collectively, "Microsoft Products"). Microsoft Products are licensed, not sold. By availing of any Service that includes Microsoft Products, you acknowledge that you have read, understood, and agree to comply with the applicable Microsoft End User Licence Terms ("Microsoft EULA Terms") as published by Microsoft at <https://www.microsoft.com/en-us/useterms/> and as may be updated from time to time by Microsoft. Your use of Microsoft Products shall be limited to the purpose of utilising the Services provided by Diadem and in strict accordance with the Microsoft EULA Terms.
- (b) Restrictions on Use of Microsoft Products.** You agree that you will not, and will ensure that your authorised users and employees do not:
- Copy, reproduce, or duplicate any Microsoft Products except as strictly necessary for the use of the Services;
 - Reverse-engineer, decompile, disassemble, or attempt to derive the source code of any Microsoft Products;
 - Sublicense, sell, rent, lease, transfer, assign, or otherwise dispose of any Microsoft Products to any third party;

- Use any Microsoft Products for the benefit of any third party or in connection with any service bureau, time-sharing, or outsourcing arrangement without the prior written consent of Diadem; or
- Remove, alter, or obscure any proprietary notices, labels, or marks on or in any Microsoft Products.

(c) Microsoft as Third-Party Beneficiary. You acknowledge and agree that Microsoft is an intended third-party beneficiary of the obligations you undertake in this Section and in any provision of this Agreement that relates to Microsoft Products. Microsoft shall have the right to enforce such obligations against you directly as if it were a party to this Agreement.

(d) Verification and Audit Rights. You agree to maintain accurate and complete records of your use of the Services, including all Microsoft Products, and to retain such records for a minimum of three (3) years. Upon reasonable prior written notice, you agree to permit Diadem, Microsoft, and/or any authorised representative of Microsoft to audit and inspect your records and systems for the purpose of verifying your compliance with this Section and the applicable Microsoft EULA Terms.

(e) Export Compliance. You acknowledge that Microsoft Products and related technology are subject to US Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and other applicable export control laws ("Export Laws"). You represent and warrant that you are not located in, and are not a national or resident of, any country subject to a US Government embargo; you are not listed on any US Government list of prohibited or restricted parties; and you will not use the Services or any Microsoft Products in connection with any activity prohibited by applicable Export Laws.

(f) Anti-Corruption. You represent, warrant, and undertake that you shall comply with all applicable anti-bribery and anti-corruption laws and regulations, including the Prevention of Corruption Act, 1988 (India) and the Foreign Corrupt Practices Act, 1977 (US) (collectively, "Anti-Corruption Laws"). You shall not, in connection with the Services or any Microsoft Products, make, offer, promise, or authorise any payment or transfer of anything of value, directly or indirectly, to any government official or employee in a manner that would violate any Anti-Corruption Laws.

2.4 Pricing, Refunds and Renewals

- Customer shall pay all applicable fees/advances as per the Payment Terms and Conditions set out along with respective products and services. Payments are to be made in advance for renewable services such as Domain Names, Website Hosting, etc.
- **Money-Back Guarantee:** Diadem offers a thirty (30) day money-back guarantee for Shared Hosting, Cloud Hosting and Dedicated Servers. If you are not completely

satisfied and terminate your account within thirty (30) days of signing up, you will receive a full refund of unused and prorated hosting fees. This guarantee does not apply to administrative fees, install fees for custom software, other setup fees, or any fees for additional services. Accounts cancelled by Diadem, accounts suspended for TOS violations, and second or repeat accounts are not eligible for a refund.

- Diadem will charge a non-refundable fee for an Order unless stated otherwise in any Specific Product Agreement. Applicable fees will be displayed in the Customer Control Panel or on the Diadem Website. Diadem has the right to revise pricing at any time; such revision shall be binding and effective immediately upon posting or notification to the Customer.
- It is the Customer's responsibility to keep records and maintain reminders regarding the expiry of any Order. Diadem issues advance email reminders, but you agree that until you notify Diadem of your desire to cancel, services will be billed on a recurring basis. Diadem reserves the right to change the monthly payment amount and any other charges at any time.
- After expiration of the term of an Order, the Customer has no rights to such Order or any information associated therewith. Ownership of such Order passes to Diadem, which may make modifications, monetise, delete or transfer said Order at its sole discretion. Diadem shall not be liable to the Customer or any third party for any action taken under this clause.
- Diadem at its sole discretion may allow renewal of an Order after Order expiry. Such renewal term will start as on the date of expiry of the Order unless otherwise specified and may be charged separately. Such renewal may not result in exact reinstatement of the Order in the same form as prior to expiry.
- **Invoice Payment Terms:** All invoices must be paid within fifteen (15) days of the invoice creation date. Any invoice overdue by more than seven (07) days may result in the suspension or termination of Services. If you fail to pay fees as specified herein, Diadem may suspend or terminate your account and pursue collection costs (minimum of Rs. 1,500) including arbitration, legal fees, and reasonable attorneys' fees. Diadem will not activate new orders for customers with an outstanding balance on their account.
- Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. Late payment does not trigger automatic reactivation; contact Diadem directly after making a late payment to reactivate your dedicated server.
- You have thirty (30) days to dispute any charge or payment processed by Diadem. Please reach out to our billing department for assistance with any questions concerning a charge on your account.

EY Compliance Reference

Diadem's Master Services Agreement (MSA), published at <https://diadem.in/masters-service-agreement/> and accepted by each customer upon commencement of services (Section 2), constitutes a legally binding agreement. The MSA has been updated to include the required Microsoft SPLA compliance terms (Section 2.3.4).

2.5 Suspension of Services

2.5.1 Temporary Suspension Without Prior Notice

Customer agrees and accepts that Diadem shall be entitled to suspend Services without prior notice in circumstances including:

- The Diadem data centre being affected by viruses/malware;
- "Network flooding" or "DDoS" attacks at Diadem premises;
- Faulty hardware at Diadem's data centre;
- The Services being used by the Customer in violation of the AUP or this Agreement;
- To protect the servers maintained by Diadem in the event of a threat of breakdown or where there is valid reason to believe that not suspending the Services would cause loss to other customers;
- Where suspension is required by law; and
- Such other circumstances as Diadem may reasonably determine.

Diadem shall inform Customer as soon as possible of any such suspension.

2.5.2 Suspension with Notice

Subject to Clause 2.5.1, Services may be suspended by giving at least seven (7) days' prior notice, with an opportunity for the Customer to remedy the situation, under circumstances such as:

- Diadem has reason to believe that Services are being used by the Customer in violation of the AUP or this Agreement;
- Diadem believes that the Services are being used by non-authorized persons without Diadem's consent;
- There is no cooperation from the Customer during investigation of a suspected violation of the Agreement; and
- Such other circumstances as Diadem may reasonably determine.

2.5.3 Suspension for Non-Payment

Without prejudice to Diadem's rights of termination, if the Customer fails to fulfil its payment obligations, Diadem may at its discretion (i) suspend performance of Services, or (ii) continue performance of Services if Diadem deems such continuance appropriate. During any period of payment default, the Customer shall not be entitled to claim Service Level Credits. Services shall be reactivated upon payment of Rs. 5,000 by the Customer to Diadem.

2.5.4 Effect of Suspension

In the event suspension of Services is for reasons not attributable to the Customer, the Customer shall be entitled to Service Level Credits as set out in the SLA. Where suspension occurs for the reasons specified in Clauses 2.5.1, 2.5.2 or 2.5.3, Customer shall not be entitled to Service Level Credits, and Customer shall remain responsible for all fees and charges incurred through the date of suspension. Diadem will not be responsible for the availability of the Customer's data and files after such suspension, and shall not be held liable for any loss of data, content or files upon such suspension.

EY Compliance Reference

Diadem's MSA is accepted online by each customer prior to or upon service commencement. The MSA has been updated to include all required terms under SPLA Clause 7(a)(iv) as new Section 2.3.4, covering: (a) Microsoft EULA pass-through, (b) use restrictions, (c) Microsoft as third-party beneficiary, (d) verification and audit rights, (e) export compliance, and (f) anti-corruption obligations. The online acceptance mechanism constitutes acceptance by every customer, without the need for individually signed agreements.

2.6 Retention & Backup Policy

System logs of the servers hosting client data and applications will be retained as a backup for at least three (3) months from the date of creation. Diadem may retain such information in its systems for a limited period to assist with compliance with applicable laws and to maintain adequate backups of user accounts, which may be required for restoration in unforeseen circumstances or to make available information to enforcement agencies in accordance with the law.

In case of disaster recovery situations within our network, Diadem will have backup data available to restore to the main server. However, the maximum available backup data will be up to two (2) weeks prior to the date of the incident. In exceptional circumstances, it cannot be assured that backup will always be available. Diadem users expressly agree that in no case can Diadem be held responsible for loss of data in any circumstances.

EY Compliance Reference

Please refer to Diadem's publicly accessible online Master Services Agreement at: <https://diadem.in/masters-service-agreement/>. This agreement is the binding customer agreement for all services. A PDF copy of the current version of the MSA as at the date of submission of this questionnaire is enclosed as Annexure A.

3. Customers

3.1 Eligibility

- To purchase any products or avail of any services offered by us, you need to be competent to contract as per the Indian Contract Act, 1872, which excludes minors (persons below the age of 18 years), persons of unsound mind, and undischarged insolvents.
- You confirm that no court, tribunal or competent authority prohibits or imposes any restriction or condition on your entering into this Agreement or online services of a similar nature.
- You confirm that you are not violating any applicable law by entering into this Agreement. We reserve the right to terminate your services and refuse to provide access to the Site in case of any such violation.

3.2 Obligations

As a registered Customer, you are responsible for maintaining the confidentiality of your Registered Account and Password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or Password.

Services as a registered user are available to you only if you provide personal information to Diadem, as governed by our Privacy Policy (Annexure 3). You further agree:

- To provide true, accurate, current and complete information about yourself in the Registration Form and to regularly maintain and promptly update the Registration and Domain WHOIS Data to keep it true, accurate, current and complete.
- To use the services only for purposes permitted by this Agreement and any applicable law, regulation, or generally accepted practices or guidelines in the relevant jurisdiction.
- That you will be solely responsible for any breach of your obligations under the Terms and for the consequences of any such breach, including any loss or damage that we may suffer.
- That your account and the activity under it are subject to periodic review by us. On the basis of an internal report, your account or access to any services may be blocked or subject to deletion if found to be objectionable, obscene or offensive, without prior notice.
- That you will maintain a backup copy of all content hosted by Diadem, notwithstanding any agreement by Diadem to provide backup services. You are also required to keep all scripts/code used upon the website up to date, and you will be solely responsible to compensate Diadem for any exploits arising from your code.
- That you will not solicit passwords or personal identifying information for any purpose from other accounts or attempt to hack into the server in any manner.
- That you agree to grant us the right to reveal your identity (or any related information collected on this service) if required by law or in case of any legal action or complaint

arising from your use of this site. If you fail to produce the required documentary evidence, we may, in our sole discretion, terminate your services without notice.

3.3 Code of Conduct

You further agree not to host, display, upload, modify, publish, transmit, update or share any information that:

- Belongs to another person and to which the user does not have any right, unless you have written consent from the owner of the copyrighted material;
- Is grossly harmful, harassing, blasphemous, defamatory, obscene, paedophilic, libellous, invasive of another's privacy, hateful, racially or ethnically objectionable, or encourages money laundering or gambling, or is otherwise unlawful in any manner whatsoever;
- Harms minors in any way;
- Infringes any patent, trademark, copyright or other proprietary rights;
- Violates any law for the time being in force;
- Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- Impersonates another person;
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence, or is insulting to any other nation.

3.4 Abuse Policy

- The Services provided to the User by Diadem may only be used for lawful purposes. When you sign up for Diadem, you agree not to use the services to send spam, distribute viruses, or otherwise abuse the service, as further described in the Acceptable Use Policy (Annexure 2).
- Transmission, storage, distribution or presentation of any Content in violation of applicable laws is prohibited. In case any violation of this Agreement or the law of the land is discovered, we may suspend the service(s) and immediately initiate an investigation either internally or through any Government Agency.
- We may, at any time and in our sole and absolute discretion during such an investigation, restrict your access to prevent any further possible unauthorised activity. Depending on the severity of the violation, we may restrict, suspend, or terminate any service(s) and/or pursue other legal remedies.
- You agree to grant us the right to reveal your identity (or any related information collected on this service) if required by law or in case of any legal action arising from

your use of this site. If you fail to produce the required documentary evidence, we may, in our sole discretion, block or terminate your access without notice.

- Diadem may also randomly monitor user hosting accounts for evaluation purposes by supervisors. All information obtained is kept confidential. This is solely done to guarantee the highest level of service and to detect any violations.

3.5 Monitoring & Support

To ensure users receive the highest possible level of service, Diadem may randomly monitor client servers, applications and running services. Any such monitoring is done for evaluation purposes by supervisors and all information is kept confidential. This is solely done to guarantee the highest level of service and to ensure accurate information is provided in a professional manner.

In case of any grievance with respect of any Diadem services, the Customer has the option to report the matter to the Grievance Officer, whose details are published herein and on the Contact Page.

You can obtain assistance with any technical difficulty via email to info@diadem.in. Diadem reserves the right to establish limitations on the extent of such support and the hours at which it is available.

You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Diadem Services, and shall be responsible for all charges related thereto.

3.6 Termination

- **Mutual Termination:** Either Party may terminate this Agreement at any time by giving 30 (thirty) days' written notice, or by writing to us at support@diadem.in.
- **Insolvency:** Either Party may terminate this Agreement with immediate effect if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganisation, compromise or settlement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee.
- **Termination by Diadem:** Diadem may terminate this Agreement by notifying the Customer in writing under the following circumstances:
 - In case of non-compliance with the Agreement and its Annexures, rules and regulations, or the law of the land, Diadem reserves the right to immediately terminate access or usage rights and remove non-compliant information.
 - In Diadem's sole discretion, for any reason, including without limitation, improper use of any service or if the Customer is not eligible to avail of the services. Diadem may also discontinue providing the Service, or any part thereof, with or without notice.

- If you provided any information that is untrue, inaccurate, not current or incomplete at the time of registration, or if we have reasonable grounds to suspect such information is incorrect, we have the right to indefinitely suspend or terminate your services.
- You further agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and you acknowledge that we may immediately deactivate or delete your account and all related information and email messages, and bar any further access to the services. You agree that we shall not be liable to you or any third party for any termination of your access to the Service.

4. Legal Statements

4.1 Governing Law

- Customer agrees to use the service in compliance with applicable law, this Agreement, and the Acceptable Use Policy (AUP), which is incorporated by reference herein. Diadem may amend the AUP from time to time; Customer agrees to cooperate with Diadem's reasonable investigation of any suspected violation of the AUP. In the event of a dispute regarding the interpretation of the AUP, Diadem's commercially reasonable interpretation shall govern.
- The Terms of Agreement and the relationship between the parties shall be governed by the laws of India. The Courts of law at Kolkata, India shall have exclusive jurisdiction over any disputes arising under this Agreement.
- If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Agreement remain in full force and effect.
- Any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.
- Customers/Visitors who choose to visit these websites from other jurisdictions do so on their own initiative and are solely responsible for compliance with all applicable laws.
- The section titles in this Agreement and annexed documents are for convenience only and have no legal or contractual effect.

4.2 Intellectual Property

- Subject to the provisions of this Agreement, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.
- Without limiting the generality of the foregoing, no commercial use rights or licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual property rights are granted by Diadem to the Customer under this Agreement.
- Customer shall ensure that by availing of any website services, it is not infringing upon any intellectual property rights or other rights of any person or entity, or publishing any content that is libellous or illegal. Customer acknowledges that Diadem cannot and does not check to see whether any services or the use thereof infringes the legal rights of others.

- Copying or reproduction of the website or any part thereof to any other server or location, including caching of any kind, for redistribution or other purposes is expressly prohibited.
- Unless specifically permitted to do so, you agree not to use any trademark, service mark, trade name or logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.
- In case of any notice received under DMCA or otherwise for Intellectual Property violation, Diadem reserves the right to remove the content with or without issuing notice to the Customer, depending upon the seriousness of the matter.

4.3 Grievance Officer

Diadem shall address any grievances of users, whether registered or not, with respect to website content or any other aspects connected therewith, in a time-bound manner. For this purpose, Diadem has designated the following person as Grievance Officer in terms of the Information Technology Act 2000:

Name	Mrs. Rohita Dasgupta
Designation	Relationship Manager, Diadem Technologies Pvt. Ltd.
Email	rohita@diadem.in
Telephone	033-66341402 (Mon–Fri, 10AM–5PM IST)

The appointed officer shall acknowledge the complainant within 36 hours electronically and resolve the matter within 30 days in terms of the Information Technology Law if received through a government agency or court order. In other cases, Diadem will look into the matter and try to resolve it as far as possible.

4.4 Linking to the Website

You may provide links only to the homepage of this Website, provided you do not remove or obscure, by framing or otherwise, any portion of the homepage; you give Diadem notice of such link by sending an e-mail to us; and you discontinue providing links to this Website if requested by Diadem.

4.5 Electronic Communication

- Any notice or other communication required or permitted to be delivered to Diadem under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered when sent to our contact address specified in the Customer Control Panel or on the Diadem Website by registered mail or courier. Any communication shall be deemed validly given on the date of receiving such

communication, if such date is a Business Day and delivery was made prior to 18:00 hours local time, and otherwise on the next Business Day.

- When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically via email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4.6 Third Party Legal Actions

It is Diadem's policy to respond with reasonable promptness to subpoenas and other legal process served on Diadem that seek information, documents or other business records. Third parties wishing to serve such process may do so in writing to:

Diadem Technologies Pvt Ltd

Primarc Tower, Suite 502/503 DN - 36,
Sec - V, Salt Lake City Kolkata - 700091,
West Bengal.

4.7 No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, or access to the Service.

For the avoidance of doubt, the foregoing prohibition includes any attempt by the Customer to sublicense, resell, or otherwise transfer access to any Microsoft Products (as defined herein) that form part of the Services, and any such attempt shall be void and shall constitute a material breach of this Agreement.

4.8 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The Agreement shall be governed by the Laws of India.

5. Disclaimer

5.1 Risk Factors

- Diadem assumes no responsibility or liability for any loss incurred by any information presented upon the website, services or advice thereof rendered through it. Customers using the services are solely responsible for their actions. Diadem does not warrant the accuracy, completeness, or usefulness of any information presented therein. User expressly agrees that use of the service is at user's sole risk.
- Diadem shall not be responsible or liable for the authenticity, accuracy, completeness, errors, omissions, typographic errors, disruption, delay in operation or transmission, communications line failure, interruption or malfunction (including any kind of technical aspects), deletion, defect of any information, or report. You agree that any material and/or data downloaded or otherwise obtained through the use of the service is done at your own discretion and risk, and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.
- Diadem is not liable for any result that may arise from your contact, communication in any form, coordination, relation or transaction with advertisers, sponsors, other websites or any third-party resources that may be hyperlinked. You are liable for any contract or terms that may be established between you and such third parties.
- Diadem has no control over other websites or resources which are provided by companies or persons and is not liable for any loss or damage which may be incurred by you as a result of the availability of any information contained on external sites or resources, or any advertisement or hyperlinks in the website or any part thereof.
- We cannot guarantee that the information submitted to, maintained on, or transmitted from our systems will be completely secure. Transmission of information over the Internet is susceptible to possible loss, misrouting, interception and misuse.
- Diadem is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backups of files and data stored on Diadem servers. Diadem will take full backup of your Shared Hosting Account/Cloud Server/Dedicated Server on a weekly basis and move it to our centralised backup storage repository on a good faith basis, but cannot be held liable in case of any corruption of data during backup and transmission.
- Diadem takes multiple precautions to prevent abuses from weak code/scripts uploaded by the Customer, but if the same is still exploited, Diadem is not responsible for such abuses and reserves the right to disable/terminate such accounts/websites if the malware is not removed by the client.

5.2 Disclaimer of Warranties

The service is provided on an **"as is"** and **"as available"** basis. Diadem expressly disclaims 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. Without limiting the foregoing:

- We make no warranty on any results obtained by the use of the service.
- We make no warranty on the accuracy or reliability of any information obtained by the use of the service.
- We make no warranty that the service will meet your requirements.
- We make no warranty that any technical defects in the website will be corrected.
- We make no warranty that the service will be persistent, timely, secure, or error-free.
- We are neither responsible nor liable for any result that arises due to the use of the service by any user or content posted or transmitted through the site by any user.
- We do not assume any responsibility or liability for any illegal communication or content posted or transmitted on the Site by any Customer or any third party.

All liability, whether civil or criminal, arising out of any content that is hosted or transmitted through the servers will be of that Customer/third party who has hosted such content or communicated/transmitted such content or information. We reserve the right to claim damages from such Customer/third party that we may suffer as a result of such content or transmission.

If you are on a Do Not Disturb (DND) subscriber list with any telecom operator/authority/organisation, you need to inform us. You agree that you have no objection to receiving any messages by any means. We are not liable to any third party if it receives any kind of message/information by any customer using the service; the sender/customer is solely responsible and liable for the delivery of any message/information generated by them.

5.3 Limitation of Liability

You expressly understand and agree that **Diadem, its subsidiaries and affiliates, shall not be liable to you or any third person** for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from, arising out of, or in any way related to:

- The use or the inability to use the service;
- Any data, information, or services availed or messages received or transactions entered into through or from the service;
- Unauthorised access to or alteration of your transmissions or data;
- Statements or conduct of any third party on the service; or
- Any other matter relating to the service, including the deletion of, corruption of, or failure to store any content and other communications data maintained or transmitted through your use of the services.

5.4 Indemnity

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable lawyer's fees, made by any third party due to or arising out of your breach of the Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

Annexures

- **Annexure 1:** Service Level Agreement (SLA)
- **Annexure 2:** Acceptable Use Policy (AUP)
- **Annexure 3:** Privacy Policy