

Terms of Use – PRACTICISOFT

Last Revised: 01-01-2019 16:30:00

1. OVERVIEW

This Universal Terms of Service Agreement (this “Agreement”) is entered into by and between the relevant Practicsoft entity indicated below (“Practicsoft”) and you, and is made effective as of the date of your use of this website (“Site”) and associated cloud servers and related services or the date of electronic acceptance.

Unless otherwise indicated in the specific documents accepted together with this Agreement, the relevant Practicsoft entity you are contracting with will be determined under the rules indicated below.

Contracting entity will be Practicsoft, E3/65, Sector H, LDA Colony, Kanpur Road, Lucknow.

This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the “Services”) and cloud servers and related services, and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services. Whether you are simply browsing or using this Site or purchase Services or use cloud servers and related services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the applicable policies and agreements (including the product agreements), which are incorporated herein by reference.

When your use of the Services requires us to process any personal data or personal information, we will do so in accordance with our Privacy Policy.

The Site and Services are intended for your commercial or professional use. By utilizing them, you acknowledge and agree that your purpose is commercial or professional in nature.

The terms “we”, “us” or “our” shall refer to Practicsoft. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits. Practicsoft may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, Practicsoft may occasionally

notify you of changes or modifications to this Agreement by email and website update. It is therefore very important that you keep your shopper account (“Account”) information current. Practicsoft assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address and technical .

2. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, and (iii) are not a person barred from purchasing or receiving the Services found under the laws of Singapore or other applicable jurisdiction. If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms “you”, “your”, “User” or “customer” shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, Practicsoft finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. Practicsoft shall not be liable for any loss or damage resulting from Practicsoft’s reliance on any instruction, notice, document or communication reasonably believed by Practicsoft to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Practicsoft reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

Sanctions. You represent and warrant that you are not ordinarily resident of, and will not use or distribute the Practicsoft Services in any country or region subject to Indian comprehensive country or other sanctioned country by US or EU / UN. You further confirm that you are not included on any sanctions list (including avoiding circumvention), including without limitation, the US Specially Designated Nationals and Blocked Persons List maintained by the US, Consolidated list of persons, groups and entities subject to EU financial sanctions maintained by EU or any other applicable sanctions list maintained by the United Kingdom or other country. You also confirm that you are not owned 50 percent or more, whether directly or indirectly in the aggregate, by any sanctioned individual or entity (“Sanctioned Party”), nor are you otherwise controlled by such a party. Additionally, you agree not to use or distribute the Services, either directly or indirectly, to or for the benefit of any Sanctioned Party.

If there is a change in your status that results in your inclusion on a sanctions list (maintained by the INDIA, US, EU/UN or other country) or if you become owned or controlled by an entity on such a list, you are required to promptly notify Practicsoft. You agree to actively participate in sanctions screening processes, including providing all necessary information as requested by Practicsoft, also your full cooperation is mandatory in any competent authority investigation related to sanctions compliance.

In the event that Practicsoft becomes aware of your becoming subject to sanctions maintained by the INDIA, US, EU/UN or other country, Practicsoft reserves the right to terminate your use of its Services immediately and without any notice.

Additionally, Practicsoft retains the discretion to terminate Services, if it reasonably suspects that you have links to a Sanctioned Party. Furthermore, you agree to indemnify and hold Practicsoft harmless against any losses, including but not limited to monetary penalties and legal fees, that may arise due to your non-compliance with the aforementioned sanctions-related confirmations.

3. ACCOUNTS; TRANSFER OF DATA ABROAD

Accounts. In order to access some of the features of this Site/Server or use some of the Services, you will have to create an Account. You represent and warrant to Practicsoft that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If Practicsoft has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Practicsoft reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below). For security purposes, Practicsoft recommends that you change your password at least once every six (6) months for each Account. You must notify Practicsoft immediately of any breach of security or unauthorized use of your Account. Practicsoft will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss Practicsoft or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

Transfer of Data Abroad. If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

By authorizing any person to access your account, you acknowledge and agree that: (1) you have an established and trusted business or personal relationship with such a person; (2) you voluntarily authorize such person to access and make changes to your account; (3) depending on permissions granted, such person may be able to view personal information that you have provided in your account, including billing information (but excluding full payment method information); (4) such person will be able to access your account as it is on the day of granting access and also access any future changes thereof (e.g. in case access to certain hosting is granted, such person will be able to access any future add-on domains of such hosting); (5) in case you separately agree (allow) that such a person would contact Customer Support on your behalf, such person will be able to contact our Customer Support, receive information and (or) manage services on your behalf using our Customer

Support and access your chat history (including any personal and other information contained therein).

You acknowledge and agree that the Services may be provided by independent contractors or third-party service providers. All paid support services are non-refundable.

The Services do not support all local languages. If a local language is not supported, then the Service will default to English only. To the extent that the Services are used with a local language (other than English) or in a certain country, there may be limitations to certain features or functionality within the Service or services provided by third parties (e.g. payment methods).

4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

1. Your use of this Site and the Services, including any content you submit, will be for commercial or professional use, will be for commercial or professional use, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.

2. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.

3. You will not use this Site or the Services in a manner (as determined by Practicsoft in its sole and absolute discretion) that:

Is illegal, or promotes or encourages illegal activity;

Promotes, encourages or engages in child pornography or the exploitation of children;

Promotes, encourages or engages in terrorism, violence against people, animals, or property;

Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;

Promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;

Infringes on the intellectual property rights of another User or any other person or entity;

Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;

Interferes with the operation of this Site or the Services found at this Site;

Contains or installs any viruses, worms, bugs, Trojan horses, Cryptocurrency Miners or other code, files or programs designed to, or capable of, using many resources, disrupting, damaging or limiting the functionality of any software or hardware; or

Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Practicsoft or Practicsoft's Services;

Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offense or prevents investigation of any offense or is insulting other nations.

4. You will not copy or distribute in any medium any part of this Site or the Services, except where expressly authorized by Practicsoft.

5. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.

6. You will not access Practicsoft Content (as defined below) or User Content through any technology or means other than through this Site itself, or as Practicsoft may designate.

7. You agree to back-up all of your User Content so that you can access and use it when needed. Practicsoft does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

8. You will not re-sell or provide the Services for a commercial purpose, including any of Practicsoft's related technologies, without Practicsoft's express prior written consent.

9. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.

10. You are aware that Practicsoft may from time-to-time call you about your account. You will be informed about such recording, purposes thereof, as well as any other information will be provided to you as required by applicable law. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding, in which Practicsoft is a party.

11. Publishers of news and current affairs content, in addition to the general terms of service outlined in this Agreement, are required to provide the Ministry of Information and Broadcasting with their user account details on Practicsoft's services. This information must include relevant entity details and any specified documents necessary for effective communication and coordination. The

provided information should be furnished within a period of thirty days. Furthermore, publishers are obligated to publish a monthly compliance report, which outlines the grievances received and the corresponding actions taken to address them.

Practicsoft reserves the right to modify, change, or discontinue any aspect of this Site or the Services, including without limitation prices and fees for the same, at any time.

5. ADDITIONAL RESERVATION OF RIGHTS

Practicsoft expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify (including access to or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by Practicsoft in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Practicsoft in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to assist with our fraud and abuse detection and prevention efforts, to prevent activities that threaten the stability of our network and/or servers (iv) to comply with court orders against you and/or your domain name or website and applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of Practicsoft, its officers, directors, employees and agents, as well as Practicsoft 's affiliates, including, but not limited to, instances where you have sued or threatened to sue Practicsoft.

Practicsoft expressly reserves the right to terminate, without notice to you, any and all Services where, in Practicsoft's sole discretion, you are harassing or threatening Practicsoft and/or any of Practicsoft's employees.

Practicsoft expressly reserves the right to access, edit, and (or) in any other way modify your Account and (or) Services, including but not limited to, User Submissions and User Content, in order to assist you when you reach out to the Customer Service via live chat, email or ticketing system or any other way described in Customer Service Policy. Practicsoft shall not be liable for any loss or damage resulting from such actions.

6. NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

Email Messages

Newsgroup postings

Windows system messages

Pop-up messages (aka "adware" or "spyware" messages)

Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)

Online chat room advertisements

Guestbook or Website Forum postings

Facsimile Solicitations

Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations but you must also abide by this no spam policy. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the services in question are being used in association with spam, we will re-direct, suspend, or cancel any server, web site hosting, domain registration, email boxes or other applicable services until customer responds. The registrant or customer will be required to respond by email to us stating that they will cease to send spam and/or have spam sent on their behalf. In the event we determine the abuse has not stopped after services have been restored the first time, we may terminate the hosting and email boxes associated with the domain name in question.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email abuse@practicsoft.com.

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email.

7. TRADEMARK AND/OR COPYRIGHT CLAIMS

Practicsoft supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to Practicsoft's Trademark and/or Copyright Infringement Policy referenced above and available here.

8. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by Practicsoft. Practicsoft assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Practicsoft does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Practicsoft from any and all liability arising from your use of any third-party website. Accordingly, Practicsoft encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

9. AUTOMATED CONTENT

Practicsoft may utilize artificial intelligence tools ("AI Tools") that process your Content ("Input") to assist in creating text, logos, business names or other content (e.g. AI Writer). You are responsible for any generated output returned by these AI Tools based on your Input ("Output") to create text, logos, or other content as part of the design process for use in your Services. You are responsible for reviewing your Output to ensure it complies with applicable laws and Terms of Services. You authorize Practicsoft and/or third parties Practicsoft uses who provide AI Tools to store and use your Input as part of the design process for machine learning models to develop and continuously improve such feature(s) and/or to review for abuse or misuse. Therefore, you should not upload sensitive and personal data. Also, any Outputs, including text, logos, icons, fonts, names, slogans, have not been reviewed for accuracy, bias or intellectual property clearance. Practicsoft makes no representation, warranty or guarantee as to the accuracy, reliability or whether Output may infringe on third-party intellectual property rights. You should review the Output accordingly and should seek independent professional legal advice before you rely on any auto-generated Output. Your intellectual property rights to Input and corresponding Output may differ according to applicable laws.

10. LIMITED WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". PRACTICSOFT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD-PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PRACTICSOFT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF

THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND PRACTICSOFT ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY PRACTICSOFT, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER, CHATBOT OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD-PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL PRACTICSOFT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (REGARDLESS OF WHETHER THEY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING).

THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGES THAT MAY RESULT FROM

(I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE,

(II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,

(III) THE SERVICES PROVIDED ON THIS SITE (CLOUD SERVERS OR INCLUDING AVAILABLE THROUGH YOUR ACCOUNT) OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,

(IV) POTENTIAL LOSS OF BUSINESS, REVENUE, PROFITS, OPPORTUNITIES OR ANY OTHER BUSINESS RELATED LOSSES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER,

(V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER,

(VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN,

(VII) ANY LOSS OF DATA, WHETHER DUE TO HARDWARE FAILURE, SOFTWARE ISSUES, UNAUTHORIZED ACCESS, OR ANY OTHER UNFORESEEN CIRCUMSTANCES,

(VIII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,

(IX) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,

(X) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR

(XI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT PRACTICSOFT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, You SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL PRACTICSOFT'S TOTAL AGGREGATE LIABILITY EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE SERVICE WHICH GAVE RISE TO SUCH DAMAGES DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE DAMAGE OCCURRED OR 10,000 EUR, WHICHEVER IS LESS. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

12. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Practicsoft and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Practicsoft directly or indirectly arising from (i) your use of and access cloud server, to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

13. DISCONTINUED SERVICES; END OF LIFE POLICY

Practicsoft reserves the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice. Although Practicsoft makes great effort to maximize the lifespan of all its Services, there are times when a Service we offer will be discontinued or reach its End-of-Life ("EOL"). If that is the case, that product or service will no longer be supported by Practicsoft, in any way, effective on the EOL date.

Notice and Migration. In the event that any Service we offer has reached or will reach EOL, we will attempt to notify you thirty or more days in advance of the EOL date. It is your responsibility to take all necessary steps to replace the Service by migrating to a new Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, Practicsoft will either offer a comparable Service for you to migrate to for the remainder of the term of your purchase, a prorated in-store credit, or a prorated refund, to be determined by Practicsoft in its sole and absolute discretion. Practicsoft may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration.

No Liability. Practicsoft will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services we may offer or facilitate access to.

14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

15. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

16. COMPLIANCE WITH LOCAL LAWS

Practicsoft makes no representation or warranty that the content available on this Site or the Services found/Cloud Server offered at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services or the Cloud Servers found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access/manage this Site or the Services or the Cloud Server found at this Site are responsible for compliance with all local laws, rules and regulations.

17. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY

Except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above and available here, this Agreement shall be governed by and construed in accordance with the law of INDIA. All disputes are subjects to Lucknow Jurisdiction only. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement.

18. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

19. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

Attention to: PRACTICSOFT

E3/65 Sector - H
LDA Colony, Kanpur Road, Lucknow – 226 012.

compliance@practicsoft.com