

**Last updated on: 2nd April 2023.**

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (HEREINAFTER "YOU" or "YOUR") AND XAMPP INDIA SOFTWARE PRIVATE LIMITED (HEREINAFTER "XAMPP") GOVERNING YOUR USE OF XAMPP INDIA ONLINE BUSINESS PRODUCTIVITY AND COLLABORATION SOFTWARE IF YOU ARE BASED IN INDIA. IF YOU ARE NOT BASED IN INDIA, OUR [GLOBAL TERMS OF SERVICE](#) WILL APPLY.

## **Parts of this Agreement**

This Agreement consists of the following terms and conditions (hereinafter the "General Terms") and terms and conditions, if any, specific to use of individual Services (hereinafter the "Service Specific Terms"). In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

## **Acceptance of the Agreement**

You must be of legal age to enter into a binding agreement in order to accept the Agreement . If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You can accept the Agreement by checking a checkbox or clicking on a button indicating your acceptance of the Agreement or by actually using the Services.

## **Description of Service**

We provide cloud software and applications for businesses, including associated offline and mobile applications ("Service" or "Services"). You may use the Services for your personal and business use or for internal business purpose in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content.

## **Beta Service**

We may offer certain Services as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that XAMPP will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

## **Free Trial**

If you register for a free trial of one or more Services, XAMPP will make the applicable Services available to you on a trial basis free of charge until the earlier of (i) the end of the free trial period of the applicable Services (unless terminated earlier by you), (ii) the start date of the paid subscription period for the applicable Services, or (iii) termination by XAMPP in its sole discretion. Any data that you enter into the Services, and any customizations made to the Services during the free trial will be permanently lost unless you (i) purchase the corresponding paid subscription plan for the account, (ii) purchase applicable Service upgrades, or (iii) export such data before the end of the trial period. Notwithstanding anything contained in this Section, Services are offered as-is during the free trial, without any warranty, covenant, support or liability whatsoever, to the extent permitted by law.

## **User Sign up Obligations**

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and (ii) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if XAMPP has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, XAMPP may terminate your user account and refuse current or future use of any or all of the Services.

## **Restrictions on Use**

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the Services or otherwise make it available to any third party; (ii) provide any service based on the Services without prior written permission; (iii) allow user licenses to be shared or used by more than one individual other than by way of reassigning the user license to a new user; (iv) except as permitted under applicable law, attempt to disassemble, reverse engineer or decompile the Services; (v) use the third party links to sites without agreeing to their website terms & conditions; (vi) post links to third party sites or use their logo, company name, etc. without their prior written permission; (vii) attempt to gain unauthorized access to the Services or its related systems or network; (viii) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of XAMPP; (ix) use the Services to send or store material containing software viruses, worms or other harmful computer codes, files, scripts or programs; (x) use the Services in any manner that interferes with or disrupts the integrity, security or performance of the Services, its components and the data contained therein; (xi) host, display, upload, modify, publish, transmit, store, update or share any information that belongs to another person or entity and to which you do not have any right, including personal or confidential information of any person or entity with respect to which you do not have consent or permission from such person or entity; (xii) violate any applicable local, state, national or international law; (xiii) use the Services for any form of competitive or benchmarking purposes; and (xiv) remove or obscure any proprietary or other notices contained in the Services; (xv) use our Services in any manner that threatens the unity, integrity, defence,

security or sovereignty of India, friendly relations of India with other countries, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other countries; (xvi) create a false identity to mislead any person as to the identity or origin of any communication; (xvii) use the services for transmitting information that is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; or (xviii) use the services in a manner that relates to or encourages any activity prohibited by law in India.

## **Spamming and Illegal Activities**

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, insulting, harassing, libelous, invasive of another's privacy (including bodily privacy), abusive, threatening, harmful, vulgar, pornographic, paedophilic, harmful to children, obscene, racially or ethnically objectionable, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorised activity.

## **Third Party Applications**

XAMPP Services integrate with many third party applications (hereinafter "Third Party Application(s)"). Access and use of the Third Party Applications may require acceptance of terms of service and privacy policies applicable to such Third Party Applications (hereinafter "Third Party Terms"). You are responsible for reading and understanding the Third-Party Terms before accessing or using any Third Party Application. You acknowledge and agree that XAMPP is not liable for any Third Party Applications. While we will try to provide you with advance notice, whenever reasonably possible, you acknowledge and agree that XAMPP may, at any time and in our sole discretion, and without any notice to you, suspend, restrict or disable access to or remove from XAMPP Services, any Third Party Application, without any liability to you, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses.

## **Fees and Payments**

The Services are available under subscription plans of various durations. Payments for subscription plans of duration of less than a year can be made only by Credit Card. Your subscription will be automatically renewed at the end of each subscription period unless you downgrade your paid subscription plan to a free plan or inform us that you do not wish to renew the subscription. At the time of automatic renewal, the subscription fee will be charged to the Credit Card last used by you. We provide you the option of changing the details if you would like the payment for the renewal to be made through a different Credit Card. If you do not wish to renew the subscription, you must inform us at least seven days prior to the renewal date. If you have not downgraded to a free plan and if you have not informed us that you do not wish to renew the subscription, you will be presumed to have authorised

XAMPP to charge the subscription fee to the Credit Card last used by you. Please connect with [accounts@xampp.in](mailto:accounts@xampp.in) or visit [xampp.in](http://xampp.in) to know about our Refund Policy.

From time to time, we may change the price of any Service or charge for use of Services that are currently available free of charge. Any increase in charges will not apply until the expiry of your then current billing cycle. You will not be charged for using any Service unless you have opted for a paid subscription plan.

In the event any tax such as GST, VAT, sales tax or the like is chargeable by XAMPP in accordance with any local, state, provincial or foreign laws with respect to your subscription to our Services ("Taxes"), XAMPP will invoice you for such Taxes. You agree to pay XAMPP such Taxes in addition to the subscription fees. XAMPP shall provide you with an invoice in the format prescribed by the applicable local, state, provincial or foreign laws to help you avail the applicable input tax credit for the Taxes so paid.

### **Organization Accounts and Administrators**

When you sign up for an account for your organization you may specify one or more administrators. The administrators will have the right to configure the Services based on your requirements and manage end users in your organization account. If your organization account is created and configured on your behalf by a third party, it is likely that such third party has assumed administrator role for your organization. Make sure that you enter into a suitable agreement with such third party specifying such party's roles and restrictions as an administrator of your organization account.

You are responsible for (i) ensuring confidentiality of your organization account password, (ii) appointing competent individuals as administrators for managing your organization account, and (iii) ensuring that all activities that occur in connection with your organization account comply with this Agreement. You understand that XAMPP is not responsible for account administration and internal management of the Services for you.

You are responsible for taking necessary steps for ensuring that your organization does not lose control of the administrator accounts. You may specify a process to be followed for recovering control in the event of such loss of control of the administrator accounts by sending an email to [legal@xampp.in](mailto:legal@xampp.in) provided that the process is acceptable to XAMPP. In the absence of any specified administrator account recovery process, XAMPP may provide control of an administrator account to an individual providing proof satisfactory to XAMPP demonstrating authorization to act on behalf of the organization. You agree not to hold XAMPP liable for the consequences of any action taken by XAMPP in good faith in this regard.

### **Personal Information and Privacy**

Personal information you provide to XAMPP through the Service is governed by Xampp Privacy Policy Your election to use the Service indicates your acceptance of the terms of the Xampp Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized

use of your user account by email to [accounts@xampp.in](mailto:accounts@xampp.in) or by calling us on any of the numbers listed on <https://xampp.in/contact-us.php>. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

## **Communications from XAMPP**

The Service may include certain communications from XAMPP, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

## **Complaints**

If we receive a complaint from any person with respect to your activities as part of use of the Services (other than where the grievance redressal mechanism provided under the head "Grievance Redressal" applies), we will forward the complaint to the primary email address of your user account. You must respond to the complainant directly within 10 days of receiving the complaint forwarded by us and copy XAMPP in the communication. If you do not respond to the complainant within 10 days from the date of our email to you, we may disclose your name and contact information to the complainant for enabling the complainant to take legal action against you. You understand that your failure to respond to the forwarded complaint within the 10 days' time limit will be construed as your consent to disclosure of your name and contact information by XAMPP to the complainant.

## **Grievance Redressal**

In case of any grievance, the term as defined under Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021, our Grievance Officer, Vijay Mishra, can be contacted by sending an email to [support@xampp.in](mailto:support@xampp.in) or by phone at 7879222223.

## **Inactive User Accounts Policy**

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and option to back-up your data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

## **Hosting Location**

The location of the cloud facility from which you are served depends on the mapping of your

region/country to the available cloud facilities at the time of your sign-up. We may migrate your account or require you to migrate your account to a different cloud facility in the event of any updates to the region/country to cloud facility mapping at any point of time. You must not mask your internet protocol (IP) address at the time of sign-up since your region/country is determined base on your IP address. If, at any time, your actual region/country is found to be different from the region/country in our records, XAMPP may take appropriate action such as migrate your account or require you to migrate your account to the cloud facility corresponding to your region/country, or close your account and deny the Service to you. If you are served from a cloud facility outside your region/country and a XAMPP group entity has an office in your region/country, apart from storing the data in the cloud facility assigned to you, we may store a local copy of the data in your region/country.

## **Data Ownership**

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant XAMPP the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for XAMPP's commercial, marketing or any similar purpose. But you grant XAMPP permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Services to you.

## **User Generated Content**

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. If you are a publisher of news and current affairs content as defined under Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021, you shall furnish details to the Ministry of Information and Broadcasting as required by rule 18. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that XAMPP will have the right to block access to or remove such content made available by you if XAMPP receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by XAMPP for this purpose.

For procedure relating to complaints of illegality or infringement of third party rights in content transmitted or published using the Services, mail us at [legal@xampp.in](mailto:legal@xampp.in).

### **Sample files and Applications**

XAMPP may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. XAMPP makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

### **Trademark**

XAMPP, OPENCOMPAS, iAUDIT logo, the names of individual Services and their logos are trademarks of XAMPP India Software Private Limited. You agree not to display or use, in any manner, the XAMPP trademarks, without XAMPP's prior permission.

### **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. XAMPP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. XAMPP MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM XAMPP, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

### **Limitation of Liability**

YOU AGREE THAT XAMPP SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF XAMPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL XAMPP'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED FIFTY THOUSAND RUPEES (₹ 10,000) OR THE FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER IS HIGHER.

## **Indemnification**

You agree to indemnify and hold harmless XAMPP, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Agreement, or any other claim related to your use of the Services, except where such use is authorized by XAMPP.

## **Governing law and Jurisdiction**

Any controversy or claim arising out of or relating to the Terms shall be settled and adjudicated exclusively by the courts of Raipur, Chhattisgarh in accordance with the laws of India without regard to conflict of law principles.

## **Suspension and Termination**

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to support@xampp.in within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Agreement and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. You have the right to terminate your user account if XAMPP breaches its obligations under this Agreement and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

## **Modification of Terms of Service**

We may modify this Agreement upon notice to you at any time through a service announcement or by sending email to your primary email address. If we make significant changes to the Agreement that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing XAMPP notice by email within 30 days of being notified of the availability of the modified Agreement if the Agreement is modified in a manner that substantially affects your rights in connection with use of the Services. In the event of such termination, you will be entitled to prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Agreement will be deemed to be your agreement to the modified Agreement.

If you have any questions or concerns regarding this Agreement, please contact us at legal@xampp.in.