

# UNIVERSAL TERMS OF SERVICE FOR ALBAB CREATORS SERVICES AND SOFTWARE

This Agreement (“**Agreement**”) is by and between ALBAB CREATORS, (“**ALBAB CREATORS**”) and You, Your heirs, agents successors and assigns (“**You**”), and is made effective as of the date (1) your electronic signature on or acceptance of this agreement, (2) the activation of your website/software or (3) your receipt of an e-mail from ALBAB CREATORS confirming your order, whichever happens first. The Agreement sets forth the terms and conditions of Your use of ALBAB CREATORS services (“**Services**”) and software (“**Software**”) and explains ALBAB CREATORS’ obligations to You and Your obligations to ALBAB CREATORS in relation to the Services and Software You purchase.

This Agreement as well as any additional ALBAB CREATORS policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and ALBAB CREATORS concerning Your use of ALBAB CREATORS’ Services and Software, and supersede and govern all prior proposals, agreements, or other communications. All ALBAB CREATORS policies and agreements specific to particular Service or Software are incorporated herein and made part of this Agreement by reference, including the dispute policy (“**UDRP**”). By purchasing ALBAB CREATORS Services or Software, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new different or additional terms, conditions or policies which ALBAB CREATORS may establish from time to time, and any agreements that ALBAB CREATORS is currently bound by or will be bound by in the future. You may view the latest version of this Agreement online [www.albabcreators.com/terms\\_of\\_use.aspx](http://www.albabcreators.com/terms_of_use.aspx)

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You’ve established with ALBAB CREATORS, using ALBAB CREATORS’ Services and/or ALBAB CREATORS’ Equipment between ALBAB CREATORS’ and You or/and You and Your Clients whether or not the transactions were in Your behalf.

## General

The term “**account**” refers to the access, content, and services that ALBAB CREATORS provides to its users or to their clients, on their behalf. Please carefully read these terms and conditions as they describe your legal rights and obligations.

ALBAB CREATORS reserves the right to change, amend and/or otherwise alter the ALBAB CREATORS services with equivalent or otherwise equal services without prior notice to you. THESE TERMS & CONDITIONS REQUIRE MANDATORY ARBITRATION OF DISPUTES BY Arbitration Law in Pakistan

THE TERMS CONTAINED HEREIN SUPERSEDE AND REPLACE ANY OTHER AGREEMENT OR NEGOTIATION BETWEEN YOU AND ALBAB CREATORS, WHETHER ORAL, WRITTEN OR

OTHERWISE, INCLUDING ANY STATEMENTS MADE TO YOU BY ANY REPRESENTATIVE OF ALBAB CREATORS AT ANY TIME. Any amendments, changes, additions, deletions or other modifications of this Agreement are void unless specifically expressed in writing and agreed to by ALBAB CREATORS.

ALBAB CREATORS reserves the right to cancel any account, including files and content, for any reason, or no reason at all, at any time. You agree to maintain back-up files of all information you post on ALBAB CREATORS and you agree that ALBAB CREATORS will have no liability for removing any data you have posted or loss of data that has occurred. You as the customer are responsible for the backup of your data.

You agree that ALBAB CREATORS' entire liability to you under this agreement, and your only remedy, in connection with any service provided by ALBAB CREATORS, to you under this agreement, and for any breach of this agreement by ALBAB CREATORS shall be limited to the fees you paid to ALBAB CREATORS for the particular service in contention.

## **Domain Names and Registration Services**

At your request, ALBAB CREATORS may acquire a Second-Level domain Name ("**Domain Name**"), on your behalf and in your name, assuming that the Domain Name you request is available for registration. ALBAB CREATORS will not own or otherwise legally control any Domain Name registered on your behalf under this Section. ALBAB CREATORS provides this service as a convenience to you only and you hereby waive any and all claims which you may have, or which may later arise, against ALBAB CREATORS for any and all damages, losses, claims or expenses arising or related to the acquisition, registration and/or use of the Domain Name. Any costs incurred by ALBAB CREATORS to obtain and/or maintain the Domain Name on your behalf shall be charged to you by ALBAB CREATORS at an amount determined by ALBAB CREATORS, at their sole discretion. If a domain name expires, all policies included but not limited to grace period and redemption will be dependent on the First-Level Registrant for domain renewal and other services. If you request ALBAB CREATORS for domain restoration service charges, as per customer agreement plus any charges set by the First-Level Registrant, will be paid by the Customer.

You acknowledge and agree that ALBAB CREATORS or its agents, assignees or licensees may, upon registration of your domain name, associate any data of any kind, in ALBAB CREATORS' sole discretion, with the Domain Name registered in association with Your Web Site or any URL incorporating said Domain Name until you replace such data with the Web Site. This paragraph shall apply to any and all web pages generated by ALBAB CREATORS, whether in connection with HTML standard response codes or otherwise, including but not limited to 404 error pages.

Domain Names may be registered by ALBAB CREATORS on your behalf through a variety of Domain Name Registration services (each a "**Registrar**"). ALBAB CREATORS acts only as an intermediary between you and the organization providing the domain name, and has no influence over the assignment of domain names. The registration of your domain name is subject to the terms and conditions of those third party registers. In particular, registration of Domain Names binds you to the terms of the Uniform Domain Name Dispute Resolution Policy ("**UDRP**"), which governs the resolution of most disputes regarding the registration of Domain Names.

You warrant to ALBAB CREATORS that any Domain Name you may seek to register through ALBAB CREATORS does not violate the rights of any third party, in particular trademark rights, and

that you have taken reasonable steps, including but not limited to searches of the applicable state and federal trademark registries, to assure that this is the case. You agree to indemnify and hold harmless ALBAB CREATORS, its officers, directors, employees and agents, with respect to any and all damages, losses, claims or expenses incurred with respect to or arising out of claims of third parties concerning your use of any such Domain Name on the Internet.

You agree to inform ALBAB CREATORS of any proceeding instituted by any party challenging your rights to use any Domain Name hosted on ALBAB CREATORS servers, including but not limited to disputes under the Uniform Domain Name Dispute Resolution Policy (“**UDRP**”), within five days of notification of the same. You shall provide ALBAB CREATORS notice of any negotiations with third parties with respect to ownership and/or intellectual property rights to your domain name within five days of the commencement of such negotiation. Should you for any reason lose your right to use a Domain Name hosted on the ALBAB CREATORS Servers, through expiration of the registration of the Domain Name, judicial decree, and or administrative decision under the UDRP or otherwise, you agree to immediately inform ALBAB CREATORS of such loss of rights. To the extent your loss of rights to a Domain Name is accompanied by any judicial decree or administrative decision granting rights to the Domain Name to a third party, you agree to immediately inform ALBAB CREATORS in writing of the identity of the party to whom such rights are to be transferred, as well as of any other information regarding the nature and scope of the decision of the judicial body or administrative panel that rendered the decision.

You agree and understand that ALBAB CREATORS may, should your rights to a Domain Name be challenged in any way, suspend the ALBAB CREATORS services associated with such Domain Name and take any and all actions required under any such proceeding, including but not limited to actions required under the UDRP.

As more completely set forth in Section YOUR ADDITIONAL OBLIGATIONS AND WARRANTIES, you waive any and all claims you may have, now and forever, against ALBAB CREATORS relating to the registration, use, and subsequent transfers of your domain name and agree to indemnify and hold harmless ALBAB CREATORS from and against any such claims. You agree that ALBAB CREATORS’ entire liability to you under this agreement, and your only remedy, in connection with any service provided by ALBAB CREATORS, to you under this agreement, and for any breach of this agreement by ALBAB CREATORS shall be limited to the fees you paid to ALBAB CREATORS for the particular service in contention. ALBAB CREATORS and its agents and contractors shall not be liable for any direct, indirect incidental, special, or consequential damages resulting from the use of or inability to use any of ALBAB CREATORS’ services or for the cost of obtaining substitute services. ALBAB CREATORS’ liability shall be limited to the smallest amount permitted by law.

ALBAB CREATORS may suspend performance and or services under this Agreement or terminate this Agreement and Your account, cease transmission of data associated with your domain name immediately and without notice, and take any other actions it deems necessary, in its sole discretion, to comply with the relevant laws if it is informed or otherwise believes, in its sole discretion, that your domain name violates the intellectual property rights of any third party or is otherwise the subject of a dispute.

If ALBAB CREATORS offers Domains free with a package, it is only intended for the terms listed, and at the maximum for one year. Domains auto renew on a yearly basis, with the domain fee being charged to the customer’s account at the time of renewal. You acknowledge and agree to pay for all

charges and fees relating to your domain name renewal. If ALBAB CREATORS accrues any charges for failed domain registering processing, for any reason whatsoever, then it reserves the right to automatically bill and/or charge the customer's credit card or customer registered user account for all costs involved, including a reasonable administration fee.

## **Software Services.**

ALBAB CREATORS may, in its sole discretion, provide you with ALBAB CREATORS Software in combination with Your Services. Upon payment of all fees due and owing to ALBAB CREATORS under this Agreement, ALBAB CREATORS hereby grants, and you hereby accept, a nontransferable, revocable, non-sub licensable, and non-exclusive license to use the ALBAB CREATORS Software and all related documentation for your own personal or business use during the term of this Agreement. Any rights not expressly granted herein shall be reserved for ALBAB CREATORS. Source code or other information pertaining to the logic design of the ALBAB CREATORS Software is specifically excluded from the license granted hereunder.

Although the ALBAB CREATORS Software is generally provided at fixed charges, ALBAB CREATORS reserves the right to charge for the ALBAB CREATORS Software or any upgrades therefore at any time.

You recognize that the ALBAB CREATORS Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the ALBAB CREATORS Software at your home or office, are proprietary, and that all rights thereto, including copyright, are owned by ALBAB CREATORS. You further acknowledge that you have been advised that the ALBAB CREATORS Software, including updates, improvements, modifications, enhancements, and information related to installation, constitutes a trade secret of ALBAB CREATORS, is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to ALBAB CREATORS, and that its use and disclosure must be carefully and continuously controlled.

ALBAB CREATORS shall at all times retain title to all the ALBAB CREATORS Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder.

Unless provided otherwise in the specifications for Your Services, the ALBAB CREATORS Software supplied hereunder is for your personal or business use. You shall not permit any third party to use the ALBAB CREATORS Software or allow access to the ALBAB CREATORS Software from sites outside of your home or business premises except as specifically authorized in writing by ALBAB CREATORS. The ALBAB CREATORS Software is to be used only for the purposes specified in this Agreement and specifically as restricted in the First Clause of this section.

While this Agreement is in effect, or while you have custody or possession of any of the Software, you will not: (i) reproduce, copy or publicly display, or permit anyone else to reproduce, copy or publicly display, any of the ALBAB CREATORS Software, whether such ALBAB CREATORS Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use in Your Web Site pursuant to this Agreement, nor; (ii) provide or make the ALBAB CREATORS Software available to any person or entity other than your employees or agents who have a need to know consistent with your use thereof under this Agreement, nor; (iii) create or attempt to

create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information (whether oral, written, tangible or intangible) made available to you under this Agreement, nor; (iv) copy for your own use or the use of others operator manuals, system reference guides, training materials and other user-oriented materials without the prior written consent of ALBAB CREATORS. In order to protect ALBAB CREATORS' trade secrets and copyrights in the ALBAB CREATORS Software, you agree to reproduce and incorporate ALBAB CREATORS' trade secrets or copyright notice in any copies, modifications or partial copies.

You agree to notify ALBAB CREATORS forthwith if you obtain information as to any unauthorized possession, use or disclosure of any ALBAB CREATORS Software by any person or entity, and further agree to cooperate with ALBAB CREATORS at ALBAB CREATORS' expense, in protecting ALBAB CREATORS' proprietary rights.

Unless agreed otherwise in writing by ALBAB CREATORS, the ALBAB CREATORS Software may be used only on a single computer or workstation. ALBAB CREATORS software designed for use on portable workstations may be installed on both a portable and a stationary computer but may not be used on both simultaneously. You may not install the ALBAB CREATORS Software on a network except to facilitate permissible installation of the ALBAB CREATORS Software on computers attached to the network. You warrant and guarantee that all users of the software shall be aware of and comply with the terms of this license.

Certain ALBAB CREATORS Software is provided for online use as part of the ALBAB CREATORS Services (the "**ALBAB CREATORS Online Software**"), and the use of such software may be subject to new user fees posted on the ALBAB CREATORS Web site. The ALBAB CREATORS Online Software is hosted software which runs directly on ALBAB CREATORS' servers, and you may not download, install, store or make any copies of the ALBAB CREATORS Online Software, nor may you sublicense the ALBAB CREATORS Online Software. You agree not in any way to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the ALBAB CREATORS Online Software or any copies thereof and not to assist any third party in doing so. The ALBAB CREATORS Online Software is designed to be used through the ALBAB CREATORS user interface and, as such, may be utilized by any authorized user from any computer or workstation. This license is automatically revoked upon termination of this Agreement. ALBAB CREATORS reserves the right to modify or discontinue the ALBAB CREATORS Online Software at any time without notice.

ALBAB CREATORS provides its customers with the ability to obtain certain third-party software (the "**Third Party Software**"), depending on the hosting package ordered. The license conditions governing the use of the Third Party Software may differ from ALBAB CREATORS' own software licenses. Customers of ALBAB CREATORS are bound by the conditions of all licenses pertaining to such Third Party Software and should make themselves familiar with their terms and conditions. Some such Third Party software is provided under license from Microsoft ("**Microsoft Software**"), and Customers using Microsoft Software are bound by the T&C Microsoft Software Products, which are incorporated herein by reference. THE PROVISION AND OFFERING OF SUCH THIRD PARTY SOFTWARE BY ALBAB CREATORS DOES NOT CONSTITUTE AN ENDORSEMENT OF THE THIRD PARTY SOFTWARE, NOR CAN ALBAB CREATORS MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE AND FUNCTIONALITY OF SUCH THIRD PARTY SOFTWARE.

In the event of termination of this Agreement, or upon any act which shall give rise to ALBAB CREATORS' right to terminate, or upon the expiration of the license for ALBAB CREATORS Software which is subject to a limited-duration license, any and all licenses granted under the Section 1 of Domain Name Registration shall terminate automatically, and you will remove, erase or destroy the ALBAB CREATORS Software and documentation and all copies thereof, wherever located, without demand or notice.

## **Social Media Services**

You agree and accept that if ALBAB CREATORS manages any social media or digital content on your request, including, but not limited to, Facebook, Twitter, Google+, you are sole responsible for any conduct, act or post made on these and without any liability of any kind to ALBAB CREATORS from either you or any third party.

You agree and accept to strongly hold ALBAB CREATORS' terms and conditions for Social Media Services as set forth in section Content, Inappropriate Content, Harmful Content and Fraudulent Content.

You agree and accept As more completely set forth in section NO WARRANTIES BY ALBAB CREATORS, you waive any and all claims you may have, now and forever, against ALBAB CREATORS relating to any action taken in response to the claim that have been made for any infringes of the intellectual property rights, , including, but not limited to, all copyrights, trademark and service mark rights and rights of publicity, both in the Pakistan and throughout the world, or any kind of misconduct against a third party, and agree to indemnify and hold harmless ALBAB CREATORS from and against any such claims from you or any third party.

## **Technical Support**

Supports for hosting plans offered are Live Chat, Video Chat, Phone and e-mail. This support is offered 24 hours a day, seven (7) days a week. In the case of emergencies or natural disasters, ALBAB CREATORS will provide support as soon as it is a reasonable time to do so, at their sole discretion.

ALBAB CREATORS provides support for issues relating to the Web Development of the web sites provided by the company. For programming support, please always write detailed query reports at our official mail address [info@albabcreators.com](mailto:info@albabcreators.com)

Any support services, like physical visit, will have to be specifically requested. All expensing, included but not limited to, lodging, T/A, D/A will be provided by the Customer. These services can be refused by ALBAB CREATORS with or without reason.

ALBAB CREATORS is not obligated to provide any Technical Support except as specified in this section. Any and all requests for additional Technical Support may be refused by ALBAB CREATORS with or without reason. Any additional Technical Support which ALBAB CREATORS may subsequently agree to provide to you shall be at ALBAB CREATORS' sole discretion and once commenced, may be terminated at any time by ALBAB CREATORS without notice to you and without any liability to ALBAB CREATORS. Notwithstanding the foregoing, ALBAB CREATORS at its sole discretion may at any time alter or cease providing the Technical Support which it has agreed to

provide to you relating an ALBAB CREATORS Service pursuant to this Agreement without any liability to ALBAB CREATORS.

## **Cancellations and Billing**

Setup Fees are nonrefundable. Units purchased for ALBAB CREATORS Cloud Services are nonrefundable.

The initial term shall be as set forth in the Offer Letter (the “**Initial Term**”). The Initial Term shall begin upon commencement of the services to Customer. After the Initial Term, this Agreement shall automatically renew. Additionally, up to sixty days or two months prior to the initial term ending, customer acknowledges, agrees and authorizes ALBAB CREATORS to automatically bill and/or charge their credit card or customer registered user account for successive terms of equal length as the initial term, unless terminated or cancelled by either party as provided in this section. After the Initial Term, this Agreement shall automatically renew at the current listed fee. A list of current standard fees is available on the ALBAB CREATORS website and the rest of the fees in the Signed Customer Agreement.

ALBAB CREATORS reserves the right to offer subsequent promotional rates which may or may not be more favorable than the terms under which you entered this agreement. Any such periodic special rates shall not affect the then existing right and responsibilities of each party. Promotional offers and rates may not be combined.

To the extent that you qualify for any promotional rates or special offers from ALBAB CREATORS, these terms and conditions may be modified by the terms and conditions of the promotion or special offer. In such a case, the terms and conditions of the promotion, to the extent they differ from the terms and conditions expressed herein, govern.

ALBAB CREATORS charges a non-refundable set up fee as well as its periodic service fee which in some cases may be refundable as further set forth elsewhere herein. ALBAB CREATORS charges an Annual or Monthly Domain/DNS Maintenance fee as per Signed Customer Agreement. ALBAB CREATORS may also charge you for Domain service fees and specifically reserves the right to institute additional charges upon notice to you. ALBAB CREATORS reserves the right to alter, change, amend or delete charges at its sole discretion. ALBAB CREATORS further reserves the right to institute new services and charge fees in association with the provision of such new services as it deems appropriate.

Payment for all products and services is due in advance, unless specifically stated otherwise in the offer or promotion pursuant to which you have accepted or are accepting the ALBAB CREATORS services. All payments shall be made in Pakistani Rupees.

Payment by Credit card or customer registered user account: prior to activation of your user account, and at any applicable time thereafter, you authorize ALBAB CREATORS to charge the credit card or customer registered user account provided by you for the amount of the fees due for the agreed upon services together with any applicable set-up charges, registration fees, or any other charges outlined herein as may be applicable. You further authorize ALBAB CREATORS to charge your credit card or customer registered user account for all subsequent period fees at, or a reasonable period in advance of, the commencement of any such subsequent period. Should you fail

to provide credit card or customer registered user account authorization to pay for the coverage, ALBAB CREATORS, at its sole discretion will have the right to suspend your account and/or terminate it under Eighth Clause of section Account Usage hereof. Refusal or rejection of any charge or any portion thereof is grounds for account suspension and/or termination at the sole option of ALBAB CREATORS under Article SPAM/Bulk Mail Policy herein.

The hosting and/or software services may be terminated by the following methods: (a) by either party by giving the other party one (1) year prior written notice, (b) by ALBAB CREATORS in the event of non-payment by Customer, (c) by ALBAB CREATORS, at any time, without notice, if, in ALBAB CREATORS' sole and absolute discretion and/or judgment, Customer is in violation of any term or condition of the this Agreement and related agreements, or Customer's use of the services disrupts or, in ALBAB CREATORS' sole and absolute discretion and/or judgment, could disrupt, ALBAB CREATORS' business operations and/or (d) by ALBAB CREATORS upon verbal and/or written request by Customer if Customer provides satisfactory authorization and account verification, (e) by ALBAB CREATORS in accordance with other cancellation terms listed herein.

If a customer cancels their hosting and/or software service prior to the end of the Initial Term or any Renewal Term thereafter: (a) customer shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation, (b) Refunds of service fees will be made only for pre-payment of service fees beyond the next renewal period following the effective notice and termination of this agreement. All refunds shall be pro-rated based upon the number of days for which service remains unused as of that next renewal date. ALBAB CREATORS may grant refunds under any other circumstance it deems appropriate without waiving any other rights hereunder. There will be no refunds of Domain service Fees. Fees paid for certain additional services, including but not limited to services for extra storage space, web mail tools or special groupware, are also not refundable. If a prepaid account is canceled, any refund given will be prorated based on the regular monthly price for the given service. (c) Fees will be recalculated for the current term without any special promotion and/or term discount, on a month to month basis (using the undiscounted monthly fee and any applicable setup fees) and the resulting amount will be deducted from the amount of fees that has been paid in the current term to determine the balance of the account. This may result in an additional payment due. Dedicated server, semi-dedicated and cloud services that are terminated prior to the end of the initial term are subject to PKR 49,000 per server termination fee.

If ALBAB CREATORS cancels a customer's account prior to the end of the Term for the customer's breach of the Terms of Service and related agreements, the Customer's use of the services will disrupt and ALBAB CREATORS shall not refund to customer any fees paid in advance of such cancellation with customer being obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, customer shall be obligated to pay 100% of all charges for all services for each month remaining in the Term.

Upon termination of a customer's account for any cause or reason whatsoever, neither party shall have any further rights or obligations under these terms of service, except as expressly set forth herein. ALBAB CREATORS agrees to provide services during this period. ALBAB CREATORS is bound to provide the data in its original shape to you for further execution. Termination of a hosting Agreement and retention of pre-paid fees and charges shall be in addition to, and not be in lieu of, any other legal or equitable rights or remedies to which ALBAB CREATORS may be entitled.



Should a customer decide to cancel an account within the initial 90 day period, the customer will receive a full refund of prepaid hosting fees, less any Domain registration fees that ALBAB CREATORS has incurred to date as part of a promotion or separate charges, (“**90 day money back guarantee**”). Any upgrade of the initial account by customer within the initial 90 day period will be considered a waiver of the money back guarantee and an acceptance of the then current rates and fees. ALBAB CREATORS also considers that customers switching from any existing ALBAB CREATORS package, or adding additional services have already experienced the 90-day Money Back Guarantee. The renewal of the initial period is considered a waiver of the money back guarantee with each customer only being allowed to use the Money Back Guarantee once, and for only one account. Any customer whose account has been suspended or terminated due to the breach of any part of the ALBAB CREATORS Terms of Services including but not limited to Seventh Clause of this section and Section Inappropriate Content has automatically forfeited the right to use the ALBAB CREATORS Money Back Guarantee. To be considered valid, all money back guarantee requests must be e-mailed to info@albabcreators.com within 90 days of the customer’s account being signed up, and must be accompanied by a dissatisfaction explanation. If such money back guarantee request is after the aforementioned 90 days, the money back guarantee will be null and void, and ALBAB CREATORS will not be liable for any or all refunds under this section. Notwithstanding anything to the contrary, the aforementioned 90 day money back guarantee will under no circumstances apply to the Website Design Studio services, Website Design Studio packages, any Professional Services performed, Domain Name fees, services sold by or through ALBAB CREATORS but provided by a third party, Semi-Dedicated Servers and Dedicated Servers. This guarantee is also limited to a maximum refund amount of PKR 30,000.

You agree and warrant that all applicable taxes have been paid or will be paid in full by you when due regarding all businesses and employees associated with your use of the ALBAB CREATORS Services and that no taxing authorities shall have any claim against ALBAB CREATORS or any persons affiliated therewith for the payment of such taxes. If you are located in Pakistan, it is your responsibility to assess and pay GST to the appropriate authority.

By accepting a promotional offer that includes dedicated services of any kind, including, but not limited to, dedicated servers, dedicating messaging services customer is required to continue paying for the accompanying service for a period of 12 months following the promotional period. If service is canceled, customer will be required to pay a cancellation fee equal to the retail value of the discounted portion of the service. This section does not apply to the Demo Program.

You may elect to purchase ALBAB CREATORS Cloud Services as part of the Services ALBAB CREATORS provides to you. In order to utilize ALBAB CREATORS Cloud Services you will have to purchase Units at a rate of 1 Unit equal to PKR 10,480. You agree that you are purchasing and using Units at your full discretion. You agree that by purchasing and utilizing Units you have a full understanding of how Units are used, allocated, and consumed. Units are pre-purchased and are nonrefundable. If you have a negative balance, purchased Units will first be allocated to cover your negative balance. You agree that it is your responsibility to purchase enough Units to keep your Services running. ALBAB CREATORS has no responsibility to keep your Services running in the event that your account runs low on Units. ALBAB CREATORS recommends that you purchase “**Auto Top-up**” Units to keep your account current and your Services running continuously.

## **Content**

ALBAB CREATORS reserves the right to access and review its user's content, files, or web pages for any reason at its sole discretion.

ALBAB CREATORS does not preview the content of its users and therefore all user content is provided "AS IS" and without warranty of any kind by ALBAB CREATORS.

ALBAB CREATORS does not endorse any content contained within its user's pages.

ALBAB CREATORS will cooperate with all law enforcement efforts pertaining or involving the use of ALBAB CREATORS' user's web space, e-mail, and content. This may result in ALBAB CREATORS disclosing all information given to ALBAB CREATORS including but not limited to information contained in ALBAB CREATORS' customer database records and servers.

You affirmatively represent, agree and warrant that you have and at all times shall have all necessary intellectual property rights, including, but not limited to, all copyrights, trademark and service mark rights and rights of publicity, both in the Pakistan and throughout the world, to reproduce and disseminate, via the Internet, all data which you store in Web Site Space or which you otherwise promote, advertise, disseminate and/or distribute to anyone by your direct or indirect use of the ALBAB CREATORS Services or ALBAB CREATORS' Equipment, including, without limitation, all advertising and promotional materials, prior to and at all times during the time such materials are promoted, advertised, disseminated or distributed through any direct or indirect use of the ALBAB CREATORS Services or ALBAB CREATORS' Equipment.

You shall at all times use your Web Site exclusively as a conventional Web Site. All use of ALBAB CREATORS' Services and Equipment shall at all times be in a manner consistent with this Agreement and shall not in any way impair the functioning or operation of ALBAB CREATORS' Equipment or network. Should your use of the ALBAB CREATORS Services result in an overly high load on the ALBAB CREATORS Equipment, in ALBAB CREATORS' sole discretion, ALBAB CREATORS may suspend your account until the cause of any such overload is determined and resolved.

## **Inappropriate Content**

Transmission, distribution, sale or storage of any material in violation of any applicable law, regulation, ordinances, or these guidelines is prohibited. ALBAB CREATORS reserves the rights to restrict or prohibit any and all uses of the services or content on your web site(s) and to remove such material from its servers that ALBAB CREATORS determines in its sole discretion is harmful to its servers, systems, network, reputations, good will, other ALBAB CREATORS Customers, or any third party.

The following non-exhaustive list details the kinds of illegal or harmful or misappropriate conduct that is prohibited under this agreement: (a) anything of obscene nature in any way. (b) violations of any copyright or any other right of any third party, including, without limitation, material protected copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization, (c) threatening, abusive, harassing, harmful, defamatory, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable, (d) promotion of illegal activities (info on hacking, cracking, making illegal devices, etc.), (e) information, instructions,

or software containing or about any kind of virus, (f) hate speech or hate propaganda, (g) content that links to content that violates ALBAB CREATORS' Terms of Service in any way, (h) misrepresentation of user's identity, or the impersonation of anyone, including ALBAB CREATORS personnel, (i) collection of personal information for illegal purposes, (j) content that is deemed by ALBAB CREATORS, in its sole discretion, to be harmful to ALBAB CREATORS, another company or organization, or individual, (k) solicitation or sale of any products or services that are harmful, illegal, dangerous or indecent. (l) use of ALBAB CREATORS servers or a link to ALBAB CREATORS servers for spamming, bulk mail, web bombing, etc.

You agree that in the event that ALBAB CREATORS is informed by any party that your domain name or any material on your Web Site or put on our servers infringes the copyright of any party, or violates the right of publicity or privacy of any party, or consists of any other claim or violation of intellectual property rights of any kind, then ALBAB CREATORS may, without prior notice to you and in ALBAB CREATORS' sole and exclusive discretion, either remove the material from your Web Site or ALBAB CREATORS Server, and/or disable public access to your domain name or the material on your Web Site or ALBAB CREATORS Server and/or terminate this Agreement, without any liability of any kind to ALBAB CREATORS from either you or any third party. In concordance with YOUR ADDITIONAL OBLIGATIONS AND WARRANTIES, you waive any and all claims you may have, now and forever, against ALBAB CREATORS relating to any action taken in response to the claim that you have infringed the intellectual property rights of a third party, and agree to indemnify and hold harmless ALBAB CREATORS from and against any such claims.

## **Export Violations and CISG**

ALBAB CREATORS does not permit the posting or sending of software or technical information in violation of Pakistan export laws, including, without limitation, Export Control Laws and Export Administration Regulations maintained by the SECDIV.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) and Export Administration Act does not apply to this agreement.

You agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported, the Pakistan or the country in which you reside.

## **Harmful Content**

Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

## **Fraudulent Conduct**

Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes), or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the services, including without limitation use of credit card or customer registered user account numbers.

You agree not to make or attempt any unauthorized access to any ALBAB CREATORS website or the website of any ALBAB CREATORS customer.

## **Security Violations**

Violations of ALBAB CREATORS' or any third party's server, system or network security through the use of the services are prohibited, and may result in criminal and civil liability. ALBAB CREATORS may investigate incidents involving such violations. ALBAB CREATORS may involve and cooperate with law enforcement if a criminal violation is suspected. Any violation by Customer of ALBAB CREATORS' security will be considered grounds for cancellation under section Cancellations and Billing. Examples of server, system or network security violations include, without limitation, the following: Example 1: Hacking. Unauthorized access to or use of data, systems, server or networks, including any attempt to probe, scan or test the vulnerability of a system, server or network or to breach security or authentication measures without express authorization of the owner of the system, server or network. Example 2: Interception. Unauthorized monitoring of data or traffic on any network, server, or system without express authorization of the owner of the system, server, or network. Example 3: Intentional Interference. Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also means the use of any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet. Example 4: Falsification of Origin. Forging of any TCP-IP packet header, e-mail header or any part of a message header. Example 5: Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on the services such as timing out. Example 6: Failure to Safeguard Accounts. Customer fails to prevent access to the accounts, including any account passwords.

You are responsible for maintaining the confidentiality of both your password and your account and are fully responsible for all activities that occur under your password and your account. You agree to immediately notify ALBAB CREATORS of any unauthorized uses of the account or any other breaches of security. ALBAB CREATORS cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will ALBAB CREATORS be liable, in any way, for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

## Disallowed File Types

ALBAB CREATORS does not permit the following file types: .cmd, and .bat. This does not apply to dedicated servers or Cloud servers.

## User Name Restrictions

ALBAB CREATORS user name restrictions are as follows: (a) No vulgar or offensive language. (b) No assumption of another person's identity. (c) No use of a name that is an organization or entity other than your own. (d) No use of a name that is trademarked, copyrighted, service marked, or violates the rights of another individual or organization.

## Account Usage

Customer's use of data transfer from their web Site, excludes transfer from any database server, RealMedia server, or other audio/video streaming servers. Customers may pay additional bandwidth fees for database server or RealMedia, or other audio/video streaming server transfers that exceeds your package allowance, in the aggregate, during any calendar month. Customer agrees to design their websites in such a manner as to avoid overloading of ALBAB CREATORS Servers, by limiting the use of code/applications that require overly high processor capacity, and to use good judgment to provide a website that is designed in a technically competent manner. ALBAB CREATORS has the right, should the customer's website be the cause of interruptions in ALBAB CREATORS' ability to provide its services to other customers, to temporarily disable access to the customer's website. In case ALBAB CREATORS takes such a step, the customer will be informed thereof as soon as is practicable and ALBAB CREATORS may work with customer to remove the condition that led to the suspension.

To protect the legitimate Internet use of our Customers across our system, ALBAB CREATORS may immediately suspend service, without notice to any web site or Customer, for the following uses: Customers may not, (a) Use the web site to store web pages, files or data for other IP addresses or Domain Names, or as a repository for files, data or "**Warez Group**" download transfer, or (b) Offer inappropriate content.

You agree and warrant that all data, visual materials, advertising and other matter you store on or allow to be transmitted by ALBAB CREATORS' Equipment shall not violate any state or federal laws concerning obscenity and shall not contain any depictions of bestiality, incest, rape, sexual assault, actual physical violence, torture or disfigurement, or other content deemed objectionable by ALBAB CREATORS, in its sole discretion.

You agree that you shall install and maintain appropriate and effective screening devices and/or procedures on Your Web Site to avoid access to, or communication of, any harmful matter or indecent communications to minors.

You agree that if, in ALBAB CREATORS' sole and exclusive judgment, ALBAB CREATORS concludes that Your Web Site displays, contains or links to any harmful matter or indecent materials

or communications which are available to, or accessible by, minors, or displays or contains any material that consists of content which could otherwise result in harm to minors; then ALBAB CREATORS may, without prior notice to you and in ALBAB CREATORS' sole and exclusive discretion, either remove and erase the material from Your Web Site, and/or disable public access to the material on Your Web Site, and/or cease hosting Your Web Site, without any liability of any kind to ALBAB CREATORS from either you or any third party.

ALBAB CREATORS may immediately suspend service, without notice to any web site or Customer, any web site that in any manner adversely affects the operations or performance of other ALBAB CREATORS customers. In the event of any dispute regarding the aforementioned rules, ALBAB CREATORS may determine violations of these rules in its sole discretion.

Customers utilizing bandwidth, disk space or database usage in excess of current plan limitations, or in violation of these rules, will be subject to additional fees for the applicable rate for the excess bandwidth, disk space or database space.

Customer agrees to not collect or attempt to collect personally identifiable information of any person or entity without their express written consent and you shall maintain records of any such written consent throughout the terms of this agreement and for three years thereafter.

Customer agrees and understands that no portion of their ALBAB CREATORS allocated space, web space, email space or web traffic (bandwidth), may be used for backup purposes. At no time will customers upload, download or store in their ALBAB CREATORS allocated space, web space, or email space, files that are not directly related to what is necessary for their website.

Customer agrees and understands that at no time will the space, web space, email space, email accounts, or web traffic (bandwidth), or database space allocated, be divided up and offered for resale.

Customer agrees and understands that at no time will streaming media, file distribution, or file downloads represent more than 10% of the total website traffic (bandwidth) used by customer on a monthly basis.

## **E-mail Communication**

ALBAB CREATORS users agree to: (a) Maintain a current email address in the ALBAB CREATORS database. Failure to notify ALBAB CREATORS of an e-mail change may result in the suspension or termination of your ALBAB CREATORS account. (b) Receive emails about a product or service that might be of interest from an advertiser. (c) Receive updates, offers, notifications and newsletters in email from ALBAB CREATORS. (d) Check all of their email accounts in regular intervals and to download the email stored therein in order to maintain an acceptable data-transfer volume. ALBAB CREATORS may, should the capacity of your email boxes be exceeded at any time, return all subsequently received emails to the senders without notice to the customer. All items left in the "**Deleted**" or "**Trash**" folder on the mail server will be automatically deleted after 30 days.

Customer may not use ALBAB CREATORS' mail server or another web site's mail server to relay mail without the express permission of the account holder or the web site. Posting the same or similar

message to one or more newsgroups (excessive cross-posting or multiple-posting) also is explicitly prohibited.

## **SPAM/Bulk Mail Policy**

ALBAB CREATORS users agree not to distribute, publish, or send any of the following types of e-mail: (a) Unsolicited promotions, advertising or solicitations (commonly referred to as “**spam**”), including, without limitation, commercial advertising and informational announcements, except to those who have explicitly requested such e-mails. (b) Harassing e-mail, whether through language, frequency, or size of messages. (c) Chain letters. (d) UCE (Unsolicited Commercial E-mail), Bulk E-mail, advertising or solicitations (commonly referred to as “**spam**”). ALBAB CREATORS reserves the right to decide what it considers “**spam**”, “**UCE**”, “**mail bombing**”, or “**bulk e-mail**”, and to determine from all of the evidence whether or not the e-mail recipients were from an “**opt-in**” e-mail list. Furthermore, you agree to indemnify and hold us harmless from any claim resulting from your use or distribution of electronic mail services through the service provided under this Agreement. Anyone using our services for spamming will be immediately subject to a PKR 30,000 cleanup/network administration fee per message. (e) Unsolicited postings to newsgroups advertising any URL (Domain) hosted by ALBAB CREATORS. (f) Promoting any software program, product, or service that facilitates the use of spam/bulk mail. (g) E-mails containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information.

Malicious e-mail, including without limitation “**mail-bombing**” (flooding a user or web site with very large or numerous pieces of mail) or “**trolling**” (posting outrageous messages to generate numerous responses).

In addition, you may not use ALBAB CREATORS’ mail server or another Web site’s mail server to relay mail without the express permission of the account holder or the Web site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting) also is explicitly prohibited.

## **Termination of Service**

A partial list of the actions that may cause termination of account: (a) purposely circumventing the receiving of emails, (b) posting or providing links to content that violates these Terms of Service, (c) using an account that is not yours or is inactive, (d) Sending unsolicited (bulk, spam) email from or referencing your space, (e) Reproduction or use of another user’s content without permission, (f) Reproduction of any www.albabcreators.com content (CodeBank, Forum Messages, Articles). (g) Invalid e-mail address for correspondence with ALBAB CREATORS.

INDIRECT OR ATTEMPTED VIOLATIONS OF THESE TERMS, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF, WILL BE CONSIDERED VIOLATIONS OF THE TERMS OF SERVICE BY YOU.

## **YOUR ADDITIONAL OBLIGATIONS AND WARRANTIES**

It is understood and agreed that during the term of this agreement and thereafter you may come into possession of information which is the confidential and proprietary information of ALBAB CREATORS including but not limited to the ALBAB CREATORS customer service tools. You acknowledge that all right and title to any such ALBAB CREATORS intellectual property shall remain the sole property of ALBAB CREATORS and that you have no right, title or interest therein. You further agree not to provide access to the ALBAB CREATORS services to any third party. Any and all right or title to any engineering, coding, programming or customer service work around or other modification of the ALBAB CREATORS services shall also remain the sole property of ALBAB CREATORS.

During the term of this agreement you may have access to certain information and materials relating to the ALBAB CREATORS business, customers, software technology and marketing which ALBAB CREATORS treats as confidential (hereinafter "**Confidential Information**"). You agree to at all times during the term of this agreement and otherwise as set forth herein: (i) hold in confidence, and not disclose or reveal to any person or entity, any "**Confidential Information**" without the express prior written consent of ALBAB CREATORS; and (ii) not use or disclose any of the "**Confidential Information**" for any purpose at any time, other than pursuant to your rights under this agreement for the purpose intended. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for three (3) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

For purposes of this Article, Confidential Information also includes passwords and access codes.

You agree and warrant that the contact information you have provided to ALBAB CREATORS is complete and accurate, and you further agree to notify ALBAB CREATORS within fifteen days of a change to any such contact information. Contact information includes your name, e-mail address, and mailing address and the name, mailing address, telephone number, facsimile number, and e-mail address of the technical and administrative contacts for your domain, if any.

You agree and warrant that your use of the ALBAB CREATORS Services and ALBAB CREATORS' Equipment, and all sales and distributions, by any and all means, of any type(s) of Content including, but not limited to, executable files (such as .EXE), digitized audio/visual files (such as MP3), or archived copies of copyrighted works (such as .ZIP); goods, including, but not limited to, videotapes and CD-ROM products, and any type of services by you, which are advertised and/or promoted by, or are in any other way directly or indirectly associated with your use of the ALBAB CREATORS Services or ALBAB CREATORS Equipment, shall at all times comply with all applicable laws, including, but not limited to, all federal, state and local laws throughout the Pakistan.

You agree and warrant that you neither store or nor allow to be transmitted by ALBAB CREATORS Equipment any data or other matter which constitutes, contains or links to any kind of abusive talk or images or any kind of content which could otherwise result from or cause harm to minors.



You agree and warrant that all data, visual materials, advertising and other matter you store on or allow to be transmitted to ALBAB CREATORS' Equipment shall be solely for business, entertainment and/or educational purposes and that you shall assume the sole responsibility and duty to ensure that all such data, visual materials, advertising and other matter shall be transmitted exclusively to willing parties and only to places in which such materials comply with contemporary community standards.

You agree and warrant that all data, visual materials, advertising and other matter you store on or allow to be transmitted by ALBAB CREATORS' Equipment shall not violate any state or federal laws concerning obscenity and shall not contain any depictions of abuse or other content deemed objectionable by ALBAB CREATORS, in its sole discretion.

You agree that you shall install and maintain appropriate and effective screening devices and/or procedures on your Web Site to avoid access to, or communication of, any harmful matter or indecent communications to minors.

You agree that if, in ALBAB CREATORS' sole and exclusive judgment, ALBAB CREATORS concludes that your Web Site displays, contains or links to any harmful matter or indecent materials or communications which are available to, or accessible by, minors, or displays or contains any material which could otherwise result in harm to minors; then ALBAB CREATORS may, without prior notice to you and in ALBAB CREATORS' sole and exclusive discretion, either remove and erase the material from your Web Site, and/or disable public access to the material on your Web Site, and/or cease hosting your Web Site, without any liability of any kind to ALBAB CREATORS from either you or any third party.

You agree that in the event ALBAB CREATORS is informed by any party that your domain name or any material on your Web Site infringes the copyright of any party, or violates the right of publicity or privacy of any party, or consists of any other claim or violation of intellectual property rights of any kind, then ALBAB CREATORS may, without prior notice to you and in ALBAB CREATORS' sole and exclusive discretion, either remove the material from your Web Site, and/or disable public access to your domain name or the material on your Web Site, and/or terminate this Agreement, without any liability of any kind to ALBAB CREATORS from either you or any third party. As more completely set forth in section NO WARRANTIES BY ALBAB CREATORS, you waive any and all claims you may have, now and forever, against ALBAB CREATORS relating to any action taken in response to the claim that you have infringed the intellectual property rights of a third party, and agree to indemnify and hold harmless ALBAB CREATORS from and against any such claims.

## **NO WARRANTIES BY ALBAB CREATORS**

ALBAB CREATORS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALBAB CREATORS 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.

ALBAB CREATORS MAKES NO WARRANTY THAT (i) ALBAB CREATORS WILL MEET YOUR REQUIREMENTS OR THAT, (ii) ALBAB CREATORS WILL BE UNINTERRUPTED, TIMELY, And

SECURE, OR ERROR-FREE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ALBAB CREATORS 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 ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ALBAB CREATORS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN HEREIN. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ALBAB CREATORS SHALL NOT BE LIABLE 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 (EVEN IF ALBAB CREATORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM ALBAB CREATORS; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

ALBAB CREATORS' LIMITED LIABILITY YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT. IN NO CASE SHALL ALBAB CREATORS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF OR OTHERWISE RELATING TO THE ALBAB CREATORS SERVICES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICITONS, ALBAB CREATORS' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY SET FORTH IN ANY SEPARATE SOFTWARE LICENSE OR IN THIS AGREEMENT, ALBAB CREATORS DOES NOT ENDORSE, WARRANT OR GAURANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED OR OTHERWISE ACCESSED USING THE ALBAB CREATORS SERVICES, AND ALBAB CREATORS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTIONS BETWEEN YOU AND ANY THIRD PARTIES. YOU HEREBY RELEASE ALBAB CREATORS FROM ANY AND ALL OBLIGATIONS, LIABILITY AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS. THE TOTAL LIABILITY OF ALBAB CREATORS FOR BREACH OF WARRANTY ARISING OUT OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT, OR ANY OTHER CLAIM RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL SERVICE FEES PAID BY YOU TO ALBAB CREATORS IN THE SIX MONTHS PRECEDING SUCH ALLEGED BREACH, BUT IN NO EVENT TO EXCEED PKR 15,80,000.

Your Indemnification of ALBAB CREATORS You agree that you shall fully defend and indemnify ALBAB CREATORS, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, attorney's fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set

forth in Section Termination of Service or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless ALBAB CREATORS, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, including without limitation, reasonable attorney's fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that ALBAB CREATORS shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

These Terms of Service constitute the entire agreement between you and ALBAB CREATORS and govern your use of ALBAB CREATORS, superseding any prior agreements between you and ALBAB CREATORS. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms of Service and the relationship between you and ALBAB CREATORS shall be governed by the laws of the State of Pakistan. You and ALBAB CREATORS agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Pakistan. The failure of ALBAB CREATORS to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

**Force Majeure.** ALBAB CREATORS shall not be liable for any failure or delay in performance of its obligations under this Agreement where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, terrorist attack, acts of God or the intervention of any government authority.

## **Severability**

If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **No Joint Venture or Partnership**

Nothing in this Agreement is intended by the Parties to create or constitute an agency, joint or collaborative venture, or partnership of any kind between ALBAB CREATORS and you, nor shall anything in this Agreement be construed as constituting or creating any such agency, joint or collaborative venture, or partnership between ALBAB CREATORS and you. ALBAB CREATORS shall have no control or ownership interests of any kind in your business. ALBAB CREATORS shall have no direct financial or other interest in, nor in any way "**own**" by any online "**store**" or other online venture pertaining to your use of the ALBAB CREATORS Services or ALBAB CREATORS' Equipment.

ALBAB CREATORS' relationship to you shall be restricted to matters pertaining to the provision of the ALBAB CREATORS Services as set forth in this agreement.

## **Non-Enforcement Does Not Constitute Waiver**

Failure of ALBAB CREATORS at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of ALBAB CREATORS.

## **Assignment**

This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without ALBAB CREATORS' prior written consent. In particular, you may not sell accounts or subaccounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. ALBAB CREATORS may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

## **Dispute Resolution Policy**

Any and all disputes as to the interpretation of this Agreement, and/or which arise out of or in any way relate to this Agreement, shall be submitted to confidential arbitration in Pakistan except that, to the extent you have in any manner violated or threatened to violate ALBAB CREATORS' intellectual property rights, ALBAB CREATORS may seek injunctive or other appropriate relief in any state or federal court in the state of Pakistan, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the Pakistan Arbitration Act. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. You agree that ALBAB CREATORS shall be entitled to collect its attorney's fees, costs and other expenses in the event that ALBAB CREATORS acts to enforce this arbitration and forum selection Clause, regardless of whether ALBAB CREATORS prevails in the underlying action. YOU AGREE TO NEGOTIATE WITH ALBAB CREATORS IN GOOD FAITH TO RESOLVE OR SETTLE ANY CLAIM OR DISPUTE IN ANY WAY RELATING TO OR CONCERNING THIS AGREEMENT. ANY AND ALL DISPUTES AS TO THE INTERPRETATION OF OR ANY PERFORMANCE UNDER THIS AGREEMENT WHICH ARE NOT FIRST RESOLVED INFORMALLY, SHALL BE DETERMINED BY BINDING ARBITRATION IN PAKISTAN IN ACCORDANCE WITH THE RULES OF THE ISLAMIC REPUBLIC OF PAKISTAN ARBITRATION ACT CHAPTER II. The final award in such arbitration proceeding shall be subject to entry as a judgment by any court of competent jurisdiction, provided that such judgment does not conflict with the terms and provisions hereof. The jurisdiction of the arbiter (or arbiters) with respect to legal matters shall

be limited only by the statutory and common law of the Commonwealth of Pakistan and the federal law of the Islamic Republic of Pakistan.

Nothing in this Clause shall preclude ALBAB CREATORS from seeking and obtaining any injunctive relief or attachment and expedited discovery or other equitable relief to enforce the terms of this Agreement or to remedy a breach thereof. This is the only exception to the mandatory arbitration provisions set forth in section above. Any action to obtain such relief must be brought in either the Supreme Court of Pakistan or the Pakistan District Court for the District of Gujranwala.

In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND ALBAB CREATORS THAT IS ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this paragraph are waived. Should any legal fees, costs, or other expenses be incurred by any party with regard to enforcement of this arbitration and jury waiver provision, ALBAB CREATORS shall be entitled to recover such legal fees, costs, or other expenses without regard to whether ALBAB CREATORS prevails in the underlying case.

Neither you nor ALBAB CREATORS may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor the two or more individuals' disputes may be consolidated or otherwise determined in one proceeding. YOU AND ALBAB CREATORS ACKNOWLEDGE THAT THIS SECTION WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION.

This Agreement shall be interpreted according to the laws of the Commonwealth of Pakistan and, where applicable, federal law, without regard to conflicts of law principles.

## **Modification**

This Agreement may be materially altered by ALBAB CREATORS by posting the new version of the Agreement at [www.albabcreators.com](http://www.albabcreators.com) and if posted in this manner, shall be effective immediately upon posting such notice. In the event that ALBAB CREATORS does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within thirty days of receipt of notice of such change.

You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of ALBAB CREATORS. No additional or conflicting term in any other document used by you will have any legal effect.

## **Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

## **Entire Agreement**

This Agreement, and when applicable, the Dedicated and Cloud Services Terms of Service, the ALBAB CREATORS Hosting Agreement and ALBAB CREATORS Educational Services Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of ALBAB CREATORS or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and ALBAB CREATORS and you hereby acknowledge and agree that neither ALBAB CREATORS nor you have executed this Agreement in reliance upon any such representation or promise.