

## TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) govern the sale of the products available for purchase on our Website including Internet Services such as Dedicated Internet Access, Server Lease and Colocation. These Terms and Conditions are applicable to all goods displayed on our Site, including those listed as out of stock (“**Services**”) and use of the Services provided by Eleven Holdings Limited (hereinafter also referred to as “**Company**”, “**we**”, “**our**” or “**us.**”).

The websites <https://www.eleveninternet.net> and <https://client.eleveninternet.net> (“**Website**” or “**Platform**”) are operated by us and by accessing and/or otherwise using the product and services in any manner, you, therefore, agree that you have read and accepted these Terms. We reserve the right to modify these Terms, without notice, at any time. You understand that your continued use of the Services after these Terms have been modified constitutes your acceptance of these Terms as amended.

Regularly checking and reviewing this page ensures that you are updated on the terms and conditions governing your use of the Services.

If we believe that the modifications are material, we will notify you of the changes by posting a notice on our Website, or emailing you at the email address provided to us by you, and as we may deem appropriate. What constitutes a material change will be determined by us, at our sole and absolute discretion.

### AGREEMENT TO TERMS

By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services. If you are accessing and using the Services on behalf of a Company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that Company or other legal entity to these Terms.

## **REGISTRATION, ACCOUNTS, AND PASSWORDS**

A User(s) is required to create an account by using an email and password and providing the necessary details about them in order to use our Services.

It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. User(s) are responsible for the personal protection and security of any password or email you may use to access the Website. You are responsible for all activity conducted on the Website that can be linked or traced back to your email or password. You are obligated to immediately report a lost or stolen password or email to our Customer Service. If you believe someone has used your password or account without your authorization, you must notify Customer Service immediately.

Company shall not be responsible in any manner whatsoever for the authenticity of the personal information or sensitive personal data or information supplied by the User to the Company or to any other person acting on behalf of the Company.

You are prohibited from misrepresenting Your identity and agree not to represent Yourself as another User or login/ register using the identity of any other Person. You are responsible to maintain and promptly update the information provided while signing up or verifying or for any other purpose on the Platform to ensure that the information provided by You is true, accurate, current, complete and not misleading at all times.

If You provide any information that is untrue, inaccurate, misleading, not current or incomplete or Company has reasonable grounds to believe that such information is untrue, inaccurate, misleading, not current or incomplete, or not in accordance with this Agreement, Company reserves the right to indefinitely suspend or terminate or block Your use or access to the Platform in any manner whatsoever. Should any other User or Person act upon such untrue, inaccurate, not current or incomplete information provided or verified by You, Company, and its Personnel shall not be liable for any damages, Losses, direct, indirect, immediate or remote, interests or claims resulting from such information to You or to any third party. You hereby agree and undertake to

indemnify and hold harmless the Company, and its Personnel in accordance with the Indemnity clause contained in these Terms.

We reserve the right to access and disclose any information, including user names of accounts, and other information, to comply with applicable state and federal laws.

## **ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION**

We are not responsible if the information made available on this Website is not accurate, complete, or current. The material on this Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this Website is at your own risk.

We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

## **SUBSCRIPTION OF OUR SERVICE**

We offer a subscription service on our website, which will provide access to certain features or content that are not available to non-subscribers. If you choose to subscribe to our service, you agree to pay the subscription fees as set forth on our website.

**Automatic Renewal** - Your subscription will automatically renew at the end of each subscription period unless you cancel your subscription before the end of the current subscription period. If you do not cancel your subscription, we will automatically charge your payment method on file for the subscription fees.

You agree that your account will be subject to this automatic renewal feature. If you want to change or terminate your subscription, you can anytime change or terminate the subscription.

By subscribing, you authorize the Company to charge your provided payment method now and again at the beginning of any Renewal Term. You also authorize the Company to charge you for any sales or similar taxes that may be imposed on your subscription payments. Upon the renewal

of your subscription, if the Company does not receive payment from your payment method or payment method provider, (i) you agree to pay all amounts due on your account upon demand, and/or (ii) you agree that the Company may either terminate or suspend your subscription and continue to attempt to charge your payment method until payment is received.

**Cancellation** - You may cancel your subscription at any time by logging into your account on our website and following the cancellation instructions. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires, and you won't be eligible for any refund of any portion of the subscription fee paid for the then-current subscription period.

**Refunds** - Subscription fees are non-refundable, except as otherwise provided in these terms and conditions or as required by law.

**Changes to Subscription** - We may change the subscription fees or the features or content available to subscribers at any time, at our sole discretion. We will provide notice of any material changes to the subscription service by posting the changes on our website or by sending an email to the email address on file for your account.

By subscribing to our service, you acknowledge and agree to these terms and conditions and to our privacy policy.

## **FREE TRIAL OF OUR SERVICES**

From time to time, we may offer a free trial of our services for a limited period. If you sign up for a free trial, you agree to be bound by these terms and conditions. We reserve the right to limit your access to our services during the free trial period and to terminate the free trial at any time without notice. We also reserve the right to charge you for the use of our services after the free trial period expires.

If you wish to cancel your free trial before the end of the trial period, you must do so by following the cancellation instructions provided to you during the sign-up process. If you fail to cancel your free trial before the end of the trial period, we will begin charging you for the use of our services in accordance with our standard pricing policy.

Please note that we may require you to provide your credit card information during the sign-up process for a free trial. By providing your credit card information, you authorize us to charge your credit card for the use of our services after the free trial period ends unless you cancel your subscription in accordance with the instructions provided to you.

We reserve the right to modify or terminate our free trial offer at any time, without prior notice. It is your responsibility to review this policy periodically for any updates or changes.

## **MODIFICATIONS IN PRODUCT, SERVICE AND PRICE**

Prices for the products listed on our website are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Product and Service.

## **REFUND**

Eleven Holdings Limited would like to inform our customers that all products listed on our website are digital goods and all sales are final. Once a purchase has been made, there will be no refunds or replacements offered for any reason.

We reserve the right to cancel or refuse any order at our discretion, based on factors such as product availability, technical errors, pricing issues, or any other relevant considerations.

Upon placing an order, customers will receive an order confirmation which will contain the details of the purchase. The delivery of digital goods will be made either with the order confirmation or on a specific date as per the terms of the product. No further shipping will be required for digital goods.

It is important to note that we will not offer any refunds or replacements for customer's end technical issues, site bans, or any other reason. By placing an order on our website, customers confirm their acknowledgement of our [Terms and Conditions](#) and [Refund Policy](#) and agree to be bound by these policies.

## USE OF THE PLATFORM AND THE SERVICES

You may use the Platform and the Services only for lawful purposes and in accordance with these Terms of Conditions.

You hereby agree not to use the Platform and the Services:

1. In any way that violates any applicable national or international law or regulation.
2. For the purpose of exploiting, harming, or attempting to exploit any person or harm minors in any way by exposing them to inappropriate content or otherwise.
3. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
4. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

Additionally, you agree not to:

1. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
2. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which the Platform is stored, or any server, computer, or database connected to Service.
3. Take any action that may damage or falsify Platform’s reputation.
4. In any way decompile, reverse engineer, or disassemble any material or content on the Website.
5. Otherwise, attempt to interfere with the proper working of the Platform and the Service.

## **PRIVACY POLICY**

The company will not intentionally disclose any personally identifying information about you to third parties, except where Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms. By using the Website, you signify your acceptance of the Privacy policy.

Members signing up for the Website are opting in to receive newsletters and other special offers through emails/notifications from the Website. If you do not wish to receive these emails, you may opt out anytime by unsubscribing.

Refer to our [Privacy Policy](#)

## **NO SPAM POLICY**

You understand and agree that sending unsolicited email advertisements to Company's email addresses or through Our computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in California. Any unauthorized use of Our computer systems is a violation of these Terms and certain federal and state laws, including without limitation, the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code.

Such violations may subject the sender and his or her agents to civil and criminal penalties.

## **INTELLECTUAL PROPERTY RIGHTS**

**"Intellectual Property Rights"** means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trade mark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and reinstatements thereof, now or hereafter in force and effect worldwide.

All material and content on the Website, including images, illustrations, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is our property, or the property of our affiliates or content suppliers, and is protected by the domestic as

well as international intellectual property law, including copyright, authors' rights, database rights laws, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us.

The compilation of all content on the Website is our exclusive property and is protected by domestic as well as international copyright and database rights laws.

You hereby agree to not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Website or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

## **INDEMNIFICATION**

You understand and agree that you are personally responsible for your behaviour on the Website. You agree to indemnify, defend and hold Company harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Website or the Content, or any violation by you of these Terms.

## **NO WARRANTY**

You acknowledge and agree that the Services are provided on an "as is" and "as available" basis, and that your use of or reliance upon the Services and any content, products or services accessed or obtained thereby is at your sole risk and discretion.

We do not represent or warrant that: (a) the use of the Services will be secure, timely, uninterrupted or error-free or that they will be compatible or operate in combination with any other hardware, software, system or data; (b) the Services will meet your requirements or expectations; (c) errors or defects in the Services will be corrected; or (d) the Services and our server(s) are free of viruses or other harmful components.

All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby excluded and disclaimed to the fullest extent permitted under the law.

The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications (including problems inherent to the computer or electronic device you use).

No advice or information, whether oral or written, obtained by you from us or from the Services shall create any representation, warranty or guarantee. Furthermore, you acknowledge that we have no obligation to support or maintain the Services.

We disclaim any and all liability or responsibility in relation to the Website Content made available through the Services. We are not responsible or liable in any manner for the third-party content and services associated with or utilised in connection with the Services, including the failure of such third-party content and services, including but not limited to the content and/or services of our Business Partners.

We maintain and shall have the right at any time to change, modify, correct, add to, discontinue, or retire any aspect or feature of the Website and/or the Services, including, but not limited to, hours of availability, equipment needed for access or use, or the availability of the Services (or any part thereof) on any particular device or communications service. We have no obligation to provide you and/or the Business Partners with notice of any such changes, and we are further under no obligation to provide you with any support, error corrections, updates, upgrades, bug fixes, and/or enhancements of the Website and/or the Services.

## **ELIGIBILITY**

In order to use the Platform, You need to be 18 (eighteen) years of age or older. The Platform may only be used or accessed by such Persons who can enter into and perform legally binding contracts under the applicable state and federal laws.

The Company shall not be liable in case of any false information is provided by the User including the User's age and the User and/or his natural or appointed guardian alone shall be liable for the consequences as per the applicable state and federal laws.

The Company disclaims all liability arising out of such unauthorised use of the Platform and any third-party liability arising out of Your use of the Platform if You are a minor.

## **GOVERNING LAW AND JURISDICTION**

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in all respects in accordance with the Laws of Delaware, United States of America and shall have exclusive jurisdiction over any dispute arising under this Agreement.

## **NOTICES**

Legal notices must be served on the email address provided in the 'Contact Us' clause. Notice will be deemed given 48 hours after the email is sent unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

## **LEGAL DISPUTES**

If a dispute arises between you and Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to first contact us to seek a resolution. If your dispute is not resolved by contacting us, all legal notices and formal disputes should be sent to Company's email id in accordance with the above-mentioned Clause. We agree to consider resolving the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation in accordance with the Laws of Delaware, United States of America.

The Place for alternative dispute resolution is in Delaware, United States of America.

## **REMOVAL OF DOUBTS**

Notwithstanding anything stated in this Regulation for any unforeseen issues arising, and not covered by this regulation, or in the event of differences of interpretation, the CEO of the Company may take a decision as he/she may deem fit. The decision of the CEO shall be final.

## **MISCELLANEOUS**

**Severability** - The provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this, agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that as amended, It is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision."

**Entire Agreement** - The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

**Waiver** - If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

**Amendments** - Notwithstanding anything contained hereinbefore, The Company may amend and implement the Terms, whenever required, in the interest of maintaining the standard and improving user experience without any prior notice and you shall be governed by such Terms so implemented from time to time. Please review the Terms from time to time on a regular basis since your ongoing use is subject to the Terms as amended.

**Force Majeure** - No one shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control.

## **TERMINATION OF ACCOUNT**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **CONTACT US**

Any questions or concerns pertaining to the Terms? Please contact us at the detail mentioned below.

Email: [support@eleveninternet.net](mailto:support@eleveninternet.net)

Phone: +1 (201)-256-0979

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