

Terms of Service

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REVISION HISTORY

Effective Date	29th July 2019
Effective Date for customers who signed up before 29th July 2019	21st August 2019
Last Updated on	15th Jan 2023
Last Update Change Summary	<p>Improved readability and simplified the flow by adding a section on the "process agreement" and merging a few sections into the new process agreement sections.</p> <p>This new section details our approach and steps at each stage of the onboarding process, from purchase order to renewal.</p> <p>The AWS Contract payment agreement option is removed, and the service availability clause, credit entitlement, and other commercial policies are simplified.</p>

LEGAL BINDING

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter "You" or "Your") AND Mithi Software Technologies Pvt. Ltd. (hereinafter "Mithi") GOVERNING YOUR USE OF [MITHI'S ONLINE SERVICES](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (https://docs.mithi.com/home/terms-of-services#description-of-our-services), INCLUDING BUT NOT LIMITED TO EMAIL, COLLABORATION, EMAIL SECURITY, DATA MANAGEMENT, AND MIGRATION TOOLS. You must agree to and accept all the Terms, or you do not have the right to use the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (https://docs.mithi.com/home/terms-of-services#description-of-our-services) in any manner. Your using the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (https://docs.mithi.com/home/terms-of-services#description-of-our-services) in any way means that you agree to all these Terms, and these Terms will remain in effect while you use the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (https://docs.mithi.com/home/terms-of-services#description-of-our-services).

This Agreement consists of terms and conditions (hereinafter the "General Terms") and references to specific service/product specifications (hereinafter the "Product Terms") to explain what each service offers and on what terms. The General Terms and Product Terms are collectively referred to as the "Terms." In the event of a conflict between the General Terms and Product Terms, the Product Terms shall prevail.

Trademark

Mithi, Mithi logo, the names of individual Services, and their logos are trademarks of Mithi Software Technologies Pvt. Ltd. You agree not to display or use, in any manner, the Mithi trademarks without Mithi's prior permission.

Limitation of Liability

YOU AGREE THAT MITHI SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF MITHI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MITHI'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

Indemnification

You agree to indemnify and hold harmless Mithi, its officers, directors, employees, suppliers, and affiliates from and against any losses, damages, fines, and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (https://docs.mithi.com/home/terms-of-services#description-of-our-services) in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (https://docs.mithi.com/home/terms-of-services#description-of-our-services), except where such use is authorized by Mithi.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Indian Council Of Arbitration. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitrator's decision shall be final and unappealable. The arbitration shall be conducted in Pune, India, and the judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Mithi may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

PROCESS AGREEMENT

Payment Agreement options

Mithi's services (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>) are available under various subscription plans, which can be applied to your users depending on their role, allowing you to allocate the right amount of resources to the user. Mithi offers these subscription plans via payment agreements, viz. [Contract](https://docs.mithi.com/home/terms-of-services#contract) (<https://docs.mithi.com/home/terms-of-services#contract>), [Pay-Per-Use](https://docs.mithi.com/home/terms-of-services#pay-per-use) (<https://docs.mithi.com/home/terms-of-services#pay-per-use>) - Prepaid.

Contract

In this model, you pre-order your subscription plans as per your current and perceived needs and opt to pay for these quantities monthly, quarterly, half-yearly, or annually in advance. Contract periods are annual.

Pay-Per-Use - Prepaid

In this model, you pre-pay for the estimated usage of resources during the year. Excess usage of less than 10% of the annual estimate is added to the next year's renewal, and any under-usage gets credited to your account, which is then adjusted in the next year's renewal. Excess usage over 10% of the annual estimate will need an additional PO and payment, pro-rated to the contract end date.

Placing the order and Signing up

1. You can confirm your order by replying with an acceptance of the quotation you received via email.
2. Alternatively, you may place a purchase order as per your company policy. Please ensure you mention the correct SKUs, quantities, and terms exactly as written in the quotation.

Billing & payment

1. Once we book your order, we will raise invoice(s) for the charges mentioned in the PO or confirmation.
2. Payment terms are NET15.
3. Our systems will generate invoices for your pre-ordered quantities of the subscription plans in advance, at the beginning of your chosen billing cycle, viz. monthly in advance, quarterly in advance, half-yearly in advance, or annually in advance.
4. Your contract/pay-per-use period of one year starts on the day the order is booked and the invoice is generated.

Onboarding

1. We'll create your accounts within three working days of receiving a valid, verified purchase order/confirmation and the required technical information.
2. Once your account is created, you will receive credentials and documentation to help you use the services

for your business.

3. You can schedule a call with our onboarding teams at any time if you need assistance during onboarding.

Usage monitoring and Top-ups during the contract period

1. It is recommended that customers set up processes to regularly monitor the usage of resources with the help of the dashboards and take early corrective action to prevent unnecessary use and wastage.
2. If the cumulative usage of any of the resources (storage, access, migration, etc.) exceeds your limits as per your purchased plans and add-on packs, you will receive alerts from the system.
3. Suppose the cumulative usage of any of these items within the contract period exceeds your purchased estimated quantities; we will add the cumulative excess usage of your current contract period to the following year's renewal. You will see a line item for this year's total excess usage costs during subsequent years' renewal quote/invoice. And a separate itemized list of the excess usage items and amounts.

Note: If you decide not to renew your subscription, you will still be liable to pay for the excess usage during the year.

If the excess usage during a contract period is very high (more than 10% of the estimated usage), we will request a pro-rated PO and payment for the revised estimate during the contract period without waiting for the next year's renewal. Otherwise, any deviation (excess usage charges or under-utilization credits (only for the pre-paid pay-per-use model)) will be adjusted only at the time of renewal for the subsequent contract period.

4. If the cumulative usage amount is less than the Annual upfront payment made, the difference will be adjusted in the form of Credits applied to your Account, which will be adjusted against the next year's bill (only for the pay-per-use pre-paid agreement).

Support and Maintenance

Mithi's [Help Center](https://docs.mithi.com/home/helpdesk) (<https://docs.mithi.com/home/helpdesk>) is available for the customer via the [Mithi Customer Account](https://docs.mithi.com/home/mithi-customer-account-version-2) (<https://docs.mithi.com/home/mithi-customer-account-version-2>).

In your company, you would have a group of IT people who manage the setup and support your end-users, viz internal/user customers. Mithi does not directly support the end-users in your organization. Mithi will only support your IT team via the Help Center, accessible from a single registered email ID/group ID. You may want to set up an internal help desk system to support your end users.

Enhancement and bug requests also funnel through the same ticketing process. A typical resolution for enhancements would be to file the issues with the engineering team.

Renewal

1. Our systems will send advance alerts before your contract period ends, prompting you to renew the subscription for another year.
2. In addition, our sales team may also reach out to you with a quotation for renewal that considers your

resource consumption over the ongoing contract term.

3. You can confirm the renewal via email or place a PO.
4. We raise an invoice and extend/update the licenses for the renewed contract period of one year.

Delayed Renewal

1. Our systems offer a **7+7 day grace** beyond the contract end period to help you overcome any procedural delays to renewing your subscription.
2. Your account is automatically suspended if we do not receive any confirmation or purchase order before **contract-end+7 days**. At this point, while the service continues to receive data, you cannot access your account.
3. If we do not receive any confirmation or purchase order before **contract-end+14 days**, your account is automatically canceled, and the data is marked for deletion. At this stage, recovering data is not possible.
4. If your account is automatically canceled when you do not respond to the renewal alerts, you will need to pay for the usage of services, pro-rated for the period between the renewal date and the date of cancelation. We will send you a tax invoice for this usage.

Let us understand this with an example:

Assume your subscription renewal is due on the 1st of Jan, and you delay this by more than 14 days.

1st Jan	7th Jan	14th Jan	Anytime by 30th Jan
Contract end and Renewal Due	Access to all admin apps is disabled. End users can still access data, and data ingestion continues.	Access to all apps is disabled. Your account is canceled, and your data is marked for deletion.	Data Ingestion is disabled. Your Data is purged/destroyed by automatic jobs.

Delayed Payments

1. We have a **NET15** payment period (payment to be received within 15 days from the date of the invoice)
2. Our systems offer a **7+7 day grace** beyond the **invoice date+15 day** period to help you overcome any procedural delays.
3. Your account is automatically suspended if we do not receive the full payment before the **invoice date+15+7 days**.
4. If we do not receive the full payment before the **invoice date +15+14 days**, your account is automatically canceled, and the data is marked for deletion. At this stage, recovering data is not possible.

Let us understand this by an example:

Assume we've sent you an invoice that is due on 1st Jan, and you delay the payment for more than 29 days:

1st Jan	16th Jan	22nd Jan	29th Jan	Anytime by 14th Feb
Invoice payment is due with NET15 payment terms. Hence you must pay by 15th Jan.	The invoice is now past due. No action is taken at this point.	Access to all admin apps is disabled. Data ingestion continues.	Access to all apps is disabled. Your account is canceled, and your data is marked for deletion.	Data Ingestion is disabled. Your Data is purged/ destroyed by automatic jobs.

Objections

Objections to suspension or disabling of user accounts should be made via the Help Desk within fifteen days of being notified about the suspension.

Cancelation

1. **IMP:** Before you cancel your order, please ensure that you have downloaded all your data from the platform. You may need to purchase additional migration credits to help you download the data. You can get help from our support desk to know how to do this.
2. Once you cancel your order, your data is marked for deletion with immediate effect. After this stage, recovering data is not possible.
3. Once data is marked for deletion, automated processes delete and purge the data permanently within 15 days.

How to cancel your subscription

1. To cancel your order, you must write an email from your official email to sales@mithi.com.
2. If you cancel your order within three working days of placing it, we will delete your request with no further process.

Note: If your [services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) are canceled or terminated (whether by you or us), your right to use the services stops immediately, and your authorization to use our software ends. We may permanently delete your content from our servers and are not obligated to return the content to you.

Price changes

We may change the price of the [services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) at any time, and this will be updated on our website.

For Contract payment agreements, your price is protected within your contract term, and price changes done midterm of a contract will not impact the ongoing contract for any customer. You will continue to pay as per the

agreed terms and prices. At the point of renewal, the new prices become active. If you don't agree with the price change, you must cancel and stop using the services before the price change takes effect.

For pay-per-use payment agreements, the daily rates will be changed and will be effective from that day onward. An alert on the upcoming price change will be sent to you one month in advance.

FUNCTIONAL AGREEMENT

Acceptance of the Terms

You must be of legal age and representing a valid business to enter into this contractual binding agreement to accept the Terms. If you do not agree to the General Terms, do not use any of our [Services](#) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>). If you agree to the General Terms and do not agree to any Product Terms, do not use the corresponding Service/Product. By using or accessing the services or by agreeing to these terms where the option is made available to you in the user interface or through a document, you agree to abide by this agreement without modification by you. If you disagree, you can't use the services.

Modification of Terms of Service

From time to time, Mithi may change or amend these terms. If we do, we'll notify you through the user interface, in an email message, or through other reasonable means. Your use of the services after the date the change becomes effective will be your consent to the changed terms. If you do not agree to the changes, you must stop using the services and cancel any paid services by following the instructions in the section "[Canceling the services](#) (<https://docs.mithi.com/home/terms-of-services#canceling-the-services>)."

What types of changes can you expect to the services?

We continuously work to improve the services and may change the services at any time. Additionally, there are reasons why Mithi may stop providing portions of the services, including (without limitation) that it's no longer feasible for us to provide it, the technology advances, customer feedback indicates a change is needed, or external issues arise that make it imprudent or impractical to continue. We may release the services or its features in a beta version, which may not work correctly or in the same way the final version may work.

Personal Information and Privacy

The personal information you provide to Mithi through the Service is governed by [Mithi's Privacy Policy](#) (<http://www.mithi.com/privacy-policy>). Your election to use the Website / App and the Services thereunder indicates your acceptance of the terms of [Mithi's Privacy Policy](#) (<http://www.mithi.com/privacy-policy>).

Subject to the [Privacy Policy](#) (<http://www.mithi.com/privacy-policy>), it is deemed that you have consented to receive calls and communications from the Company or through Service providers registered/associated with the Company at any time at your registered mobile number or email.

You are responsible for maintaining the confidentiality of your username, password, and other sensitive information. You are responsible for all activities that occur in your account and subscribed services, and you agree to inform us immediately of any unauthorized use of your Mithi account by raising a ticket in the [Help Center](#) (<https://docs.mithi.com/home/helpdesk>).

You are expected to read and understand the [Privacy Policy](#) (<http://www.mithi.com/privacy-policy>) so as to ensure that you know that certain information is being collected by the Company. We are not responsible for any loss or

damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account or otherwise.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant Mithi the license to use, reproduce, adapt, modify, publish, or distribute the content created by you or stored in your user account for Mithi's commercial, marketing or any similar purpose. But you grant Mithi permission to access, copy, distribute, store, transmit, reformat, and publicly display the content of your user account solely as required to provide the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) to you.

You represent and warrant that for the duration of this agreement, you have (and will have) all the rights necessary for the content you upload or share on the services and that the use of the content, as contemplated in this paragraph, won't violate any law. Hence, only you and your users can access your content.

Please note that if there is an investigation from a government authority regarding your content, we may be required to submit portions or all of your content to them. This is after we have received an authorized and official request from the investigation agency in writing.

Mithi has no reason to access your content manually for any purpose whatsoever. During its flow, the content is passed through automated filters, scanners, and tools for the detection of spam and malware, generating automated MIS reports, monitoring any misuse, etc. If any detailed troubleshooting is required, our team will be requesting samples, headers, and relevant portions of the content to aid in deep diagnosis. When you upload your content to the services, you agree to the above-mentioned conditions.

User-Generated Content

You may transmit or publish content created by you using any of the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring you do not accidentally publicly make any private content available. Any content that you may receive from other users of the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) is provided to you AS IS for your information and personal use only, and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services, you affirm that you have the consent, authorization, or permission from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the aforementioned manner, you expressly agree that Mithi will have the right to block access to or remove such content made available by you if Mithi receives complaints concerning any illegality or infringement of third-party rights in such content. By using any of the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) and transmitting or publishing any content using such Service, you expressly consent to the determination of questions of illegality or infringement of third-party rights in such content by the agent designated by Mithi for this purpose.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services)

(<https://docs.mithi.com/home/terms-of-services#description-of-our-services>). You agree not to use the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>) for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe the intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Safe use policy

Our goal is to provide your business with a safe, secure, and reliable environment. To help us meet our objective, we require that when using the [services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>), the users abide by these terms and the "[Mithi Zero-Spam](https://docs.mithi.com/home/terms-of-services#correct-use-of%2%A0skyconnect%2%A0-zero-spam-policy)" (<https://docs.mithi.com/home/terms-of-services#correct-use-of%2%A0skyconnect%2%A0-zero-spam-policy>)" policy, which is incorporated into this Agreement by this reference (the "Agreement"). In addition, you shall not do or omit to do any act by which you become a party (by allowing the use of services provided by Mithi knowingly or unknowingly) to the "theft of data", "information" or "Intellectual Property" from, by or using the services.

Communications from Mithi

The Service may include certain communications from Mithi, such as service announcements, administrative messages, and newsletters. You understand that these communications shall be considered part of using the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>). As part of our policy to provide you with total privacy, we also provide you the option of opting out of receiving newsletters from us. However, you cannot opt out of receiving service announcements and administrative messages.

Complaints

If we receive a complaint from any person against you with respect to your activities as part of the use of the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>), we will forward the complaint to the primary email address of your user account. You must respond to the complainant directly within ten days of receiving the complaint forwarded by us and copy Mithi in the communication. If you do not respond to the complainant within ten days from the date of our email to you, we may disclose your name and contact information to the complainant to enable the complainant to take up the matter directly with you. You understand that your failure to respond to the forwarded complaint within the ten-day time limit will be construed as your consent to Mithi's disclosure of your name and contact information to the complainant.

Sample files and Applications

Mithi may provide sample files and applications for the purpose of demonstrating the possibility of using the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>) effectively for specific purposes. The information contained in any such sample files and applications consists of random data. Mithi makes no warranty, either express or implied, as to the accuracy, usefulness, completeness, or reliability of the information or the sample files and applications.

Customer Account creation/registration or Sign-up policy

We assume you are registering or signing up on behalf of the organization you represent. You need to sign up for the Mithi service by providing all the required information to access or use the Service. We recommend that you use your corporate email address. To enable a successful, accurate, and trouble-free onboarding, you agree to provide true, up-to-date, and complete information about yourself and your organization as prompted by our systems or requested by our team.

You are responsible for ensuring the confidentiality of your organization account password and appointing competent administrators to manage your organization's [Mithi account](https://docs.mithi.com/home/mithi-customer-account-version-2) (<https://docs.mithi.com/home/mithi-customer-account-version-2>). You understand and agree that Mithi is not responsible for account administration and internal management of the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>) for you.

If you have forgotten your account password or otherwise can't access your [Mithi account](https://docs.mithi.com/home/mithi-customer-account-version-2) (<https://docs.mithi.com/home/mithi-customer-account-version-2>), you can get help from the online password recovery tool via the Sign-in page. If you cannot access your account, you can approach our [Help Center](https://docs.mithi.com/home/helpdesk) (<https://docs.mithi.com/home/helpdesk>), as described in this document's "Support" section, to help you reset your password. Please note that if your password is stolen, Mithi cannot guarantee that your [Mithi account](https://docs.mithi.com/home/mithi-customer-account-version-2) (<https://docs.mithi.com/home/mithi-customer-account-version-2>) and the data within will be safeguarded. We recommend deploying all the password policies available to help you keep up with the best security practices and secure your account.

Each service you consume from Mithi's offerings has a separate administration console, which may or may not have the same password as your organization account's password. The individual services are provisioned for you during onboarding or at any point in your life as a customer of Mithi.

What's not included in our Pricing

Internet access services and charges

The service does not include Internet access charges. You are responsible for paying the fees charged by your Internet access provider. Those fees are in addition to the fees you pay us for the services. If you access the services through wireless devices (for example, mobile phones and tablets), your wireless carrier may charge fees for alerts, web browsing, messaging, and other services that require the use of airtime and wireless data services. Check with your carrier to verify whether there are any such fees that may apply to you. You are solely responsible for any costs you incur to access the services through any wireless or another communication service.

License charges for desktop and mobile apps

You may choose to purchase tools of your choice, such as MS Outlook, to access the collaboration platform beyond what is provided as part of our service. You are solely responsible for paying for the license and any other fees for those tools.

TECHNICAL AGREEMENT

Description of our Services

Mithi provides online services for Business email, Team Collaboration, Data Management, Email Security, and Email data migration ("Service" or "Services"). The services are listed below, and a link to their detailed product specifications. You may use the Services for your personal and business use in the organization that you represent. You may access the Services using any Internet browser or applications supported by the Services. You are responsible for obtaining access to the Internet, equipment, and applications necessary to use the Services. All the data that you ingest and/or create on our platforms belong to you.

SERVICE	DESCRIPTION	SPECIFICATIONS
SKYCONNECT	Secure, Reliable Cloud Business communication platform	Learn more (https://docs.mithi.com/home/skyconnect-product-specifications)
VAULTASTIC	Agile Data Protection & Information Archival	Learn more (https://docs.mithi.com/home/mithi-vaultastic-product-specifications)
CLRSTREAM	Secure Inbound and Outbound email delivery & disaster recovery	Learn more (https://docs.mithi.com/home/clrstream-product-specifications)
LEGACYFLO	Service for on-demand data operations for cloud backup, data conversion, migration, and extraction.	Learn more (https://docs.mithi.com/home/legacyflo-product-specifications)
IDEOLVE	Service for effective team collaboration for workflow exceptions and escalations	Learn more (https://docs.mithi.com/home/ideolve-product-specifications)

Note: The product specifications are subject to change as we release updates, upgrades, and new capabilities. Our marketing team will send you alerts with pointers to the user guides when the platform is upgraded. Changes in product specifications do not constitute a change in terms of use.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>) or otherwise make it available to any third party; (ii) provide any service based on the [Services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>) without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; (v) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (vi) use the [Services](http://docs.mithi.com/home/terms-of-services#description-of-our-services) (<http://docs.mithi.com/home/terms-of-services#description-of-our-services>) in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of Mithi; (vii) violate any applicable local, state, national or international law; and (viii) create a false identity to mislead any person as to the identity or origin of any communication; and (ix) decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services.

In addition, there is a correct use for each product of our suite, and you agree to abide by those policies.

Correct use for Vaultastic

Vaultastic is a cross-platform archival solution and can archive information from email, file, and SaaS data sources. However, for email archiving, the following rule is important to consider:

Vaultastic works by archiving emails as per the user/mailbox on the primary email system. So, one user on Vaultastic corresponds to a single user on the Primary email system. Thus, while creating a user on Vaultastic, you must specify the primary email ID of that user. E.g. if you create a user "amy@acmecorp.vaultastic.com", you would need to configure her primary email address, which is "amy@acmecorp.com".

Please note that you cannot archive mail for multiple email users to one user in Vaultastic. This is prevented through a system in Vaultastic, where a user can only receive mail that corresponds to the mail sent or received by the configured primary email account. All other emails coming to that user on Vaultastic are automatically rejected.

In addition, we have traffic monitoring systems in place, which will throw up an alert if such flow is observed. Mithi reserves the right to suspend or terminate the service for your account if such unnecessary mail flow is observed.

Thus, e.g., if you would like to keep the mail of 50 users in your organization safely, you would create 50 users in your Vaultastic account (it is recommended to do this with the same user ID as on the Primary mail system) and start archiving mail for these 50 users from your primary email system.

Correct use of SkyConnect - Zero Spam Policy

Customers, their agents, users, or employees shall not "spam" through the Services. To spam includes sending identical and irrelevant submissions to many different discussion groups, mailing lists, chats, or communities. Usually, such postings are unsolicited or have nothing to do with the topic of the group, or are of no real interest to those on the mailing list. To spam also includes misrepresenting the source of anything you say or post. Spamming and scrolling in chat rooms are serious violations of online etiquette.

If an email ID has been found to be sending more than the allowed threshold of mail in one day by our Rate control system, the EMAIL ID will be AUTOMATICALLY BLOCKED.

One of the possible causes for this is that the user's PC/laptop is infected by a virus which is causing it to send mail via the server without the user's knowledge.

You are expected to take appropriate action to scan and clean up the PC before you approach our [Help Centre](https://docs.mithi.com/home/helpdesk) (<https://docs.mithi.com/home/helpdesk>) or (<https://docs.mithi.com/home/how-to-access-mithi-help-desk#login-to-help-desk>) to de-list that email ID. When you request a de-listing, you are expected to enlist all the measures you took to prevent such occurrences in the future.

PLEASE NOTE that if an email id is found to be a habitual offender (blacklisted three times), it will be permanently blacklisted, and you may have to delete and create a new email id.

During operational reviews, Mithi would be taking the following action if broad-based spam (several users are doing this and causing our IPs to develop a bad reputation) is originating from the users of your domain and being sent via our servers:

1. ALERT 1: Mithi will block the offending email IDs and alert your administrator of the spam activity. It would be your responsibility to disinfect the concerned PC/laptop, reset the password of the user to a complex password, and intimate this in writing to Mithi before we can enable those email IDs.
2. ALERT 2: Despite the above, if spam is observed repeatedly, a second alert will be sent to your administrator after blocking the concerned email IDs. Please note that cleaning up the junk mail that has entered the system at this point takes effort. We would be requesting a document suggesting what steps you have taken to prevent this recurrence before we can re-enable those email IDs.

3. FINAL ALERT/WARNING LEADING TO DISCONNECTION: If, despite the above, spamming continues, Mithi may decide to terminate your subscription and permanently disable your domains from our servers.

Service Availability

- 1. The Service is hosted twenty-four (24) hours a day, seven (7) days a week on the AWS Cloud. The Service systems, network, and capacity are continually monitored to provide optimal availability and efficiency to Service Customers.
- 2. In relation to the Customer’s inbound or outbound email that is routed to the Service, “Service Availability” pertains to the Service’s ability to receive the Customer's email, subject to the customer's correct configuration of their environment.
- 3. In relation to the Customer’s access to the administration console or the end-user portal, "Service Availability" pertains to the Customer being able to access the administration or end-user portal anytime, 24/7. Our platform is monitored 24/7 by digital eyes and ears, and each active service's response time and quality are continually monitored. In case of an unusable service (slow or total outage), the system logs/records it as an event. These events are used to compute the total service availability in a period.
- 4. If, in any calendar month, Service Availability is calculated to be below 99.9%, the Customer will be entitled to a percent credit based on the parameters listed in this section against the pro-rated fees paid to Mithi for the calendar month in which the non-availability occurs. Such credit shall be pro-rated to cover the number of users affected by the non-availability.

PERCENTAGE AVAILABILITY PER CALENDAR MONTH	PERCENTAGE CREDIT OF MONTHLY CHARGE
< 99.9% but > 99.0%	1%
< 99.0% but > 98.5%	1.5%
< 98.5%	2%

- 5. Remediation requests submitted pursuant to this section are not valid if the claim is based on incidents caused by the following: (a) Scheduled Maintenance; (b) non-availability due to force majeure; (c) acts or omissions by either the Customer or a third party; and (d) suspension of Service by Mithi in accordance with this document.
- 6. Service Availability will be measured based on alerts and logs recorded through the Service network monitoring system. If a Customer submits a Remediation Request relating to Service Availability, Mithi will issue a report with information on the Service Availability measurement for the pertinent time period to determine the validity of the Remediation Request.
- 7. Scheduled Maintenance of the Service must occur periodically to ensure ongoing efficiency. “Scheduled Maintenance” means a period of maintenance of which the Customer has been given at least one (1) day prior notification by Mithi and which may cause disruption of the Service, including unavailability of the Service. Scheduled maintenance will be conducted whenever possible without affecting the Service

provided to Customers. Whenever possible, Scheduled Maintenance will be conducted during periods of anticipated low email traffic and will be conducted on the part, not all, of the network at any one time to minimize the disruption to the Service.

8. **Unscheduled downtime** is defined as when the Service is unavailable and unable to process email traffic. This does not include those times when the Service is undergoing Scheduled Maintenance, as described in point 7 above. Mithi will inform Customers as quickly as possible following the onset of unscheduled downtime.
9. If at any time the continued availability of the Service would compromise the security of the Service due to, but not limited to, hacking attempts, denial of service attacks, mail bombs, or other malicious activities either directed at or originating from the Customer's domains, the Customer agrees that Mithi may temporarily suspend the Service to the Customer. In such an event, Mithi will promptly inform the Customer and will work with the Customer to resolve such issues, reinstating the Service at the earliest opportunity. These will not constitute unscheduled downtime.

Service Level Guarantee Exclusions

- This is caused by factors outside of Mithi's reasonable control, such as but not limited to network bottlenecks, ISP throttles on certain ports, VPN connectivity issues, etc.
- That resulted from any actions or inactions of the Customer or any third parties, such as but not limited to endpoint upgrades, firewall upgrades, reconfigurations, etc.
- Any Network bottleneck arising out of excessive traffic from the customer site, such as but not limited to virus infections, Denial Of Service attacks, excess usage, and lower capacity of the physical link.
- That resulted from the Customer's software and/or third-party software, not within the control of Mithi, such as but not limited to connectivity and performance of ADS servers, ADFS servers in the cloud, connectivity between AD master in premise and the ADFS in the cloud, password changes on the ADS systems, etc.
- Caused by a Force Majeure event.
- Planned / Scheduled Maintenance for which Mithi had provided advance notice.
- Any restrictions placed/imposed upon Mithi by the Customer that prevent or delay the performance of Mithi's obligations.

Remediation Requests

- If the Customer believes it is entitled to a remedy in accordance with this document, the Customer must submit a Remediation Request within ten (10) business days of the end of the calendar month in which a specified Service level was not met. The Remediation Request and all supporting material must be submitted via the [Help Center](https://docs.mithi.com/home/helpdesk) (<https://docs.mithi.com/home/helpdesk>). Subject to verification of such entitlement by Mithi, Mithi will issue a credit to the Customer in accordance with the appropriate provisions of the specified Service level. Any questions concerning the contents of this document can also be submitted to

the same email address.

- The Customer recognizes that logs and other records are only kept for a limited period, and therefore, any Remediation Request submitted after ten (10) business days following the end of the applicable calendar month will be deemed invalid.
- All claims must be verified by Mithi's internal logs, records, or provision of appropriate email documentation or in the information provided by the Customer as reasonably requested by Mithi to determine the merit of the Remediation Request. The Customer must provide information that is reasonably requested by Mithi to assess the claim within five (5) business days, or the Remediation Request will be deemed invalid.
- To submit a Remediation Request, the Customer must be a "Paid Customer" for a minimum of 30 days; the Customer must have the Service configured based on Mithi's recommended standard-setting as outlined in the Getting Started Guide or in other documentation that is published from time to time, prior to the incidents listed in the Remediation Request.
- Remediation Requests are not valid if the claim is based on incidents caused by the following: Scheduled Maintenance; non-availability due to force majeure; acts or omissions by either the Customer or a third party; Network issues at the Customer end (ISP quality and availability); and suspension of Service by Mithi in accordance with this document.
- The remedies set out in this document shall be the Customer's sole and exclusive remedy in contract, tort, or otherwise related to the levels of Service as provided in this document.
- The maximum cumulative liability of Mithi for all Service levels contained in this document in any calendar month shall be no more than 100% of the monthly fee paid by the Customer for the Service.

Illegal Activity policy

We may suspend your user account or temporarily disable access to the whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity, or requests by law enforcement or other government agencies.

Support policies

Remote access to user clients

Sometimes, we come across situations where the end-users are facing some challenges with their clients (email clients, chat clients, calendar clients, browsers, etc.) or access to the self-service portals, and even though we attempt to support these situations via instructions provided remotely, in some rare occasions, we may need to suggest that the customer allows us to access the client's PC remotely so we can get a first-hand view of the problem faced by the user. This is typically done using screen-sharing software like AnyDesk.

While we will make all possible attempts to avoid this, for some chronic situations, it may still be required to do this. For all such situations, please take note of the following policies governing this access:

It is up to the customer to ensure the privacy of the data residing on the client's PC. We require the user or administrator always to be available and look at the PC to audit what our operators are doing. Please DO NOT leave the PC unattended while a remote investigation is in progress. If you do leave your PC/machine unattended during a remote session with our team, you are solely responsible for the privacy of the data on your

machine.

We require that all unwanted applications and all windows on the PC that are not required for the diagnosis, except the client application being investigated, be switched off.

We require that during the investigation, the user should not be doing any operation on the PC whatsoever. If the user needs the PC urgently, we will log off the session and continue at a later time.

Mithi will not entertain any complaints of any kind related to privacy violation since this exercise is to be conducted in mutual agreement, at a mutually convenient time, and when both parties are working on the PC together.

Ticket retention

Mithi will retain closed/resolved tickets for a period of 1 year. All tickets older than one year would be deleted from the system. This would be done as a part of the routine cleanup to maintain the performance of the ticketing system. If, as part of your process, you need historical data of more than one year, you may need to establish a system to capture and store this at your end.

Log retention

Mithi will retain system logs capturing mail flow, application access, provisioning, other events, etc., for a period of 10 years. This will be stored in resilient cloud storage services using a hierarchical form depending on the age of the logs. The logs of the last three months will be available on the hot store for quick access, and all logs from earlier than three months will be retained in a cold store, which will typically have slower access.

Support Window

Mithi's [Help Center](https://docs.mithi.com/home/helpdesk) (<https://docs.mithi.com/home/helpdesk>) is available 24/7/365 for all our customers and ongoing trials, and this support is provided via login to [Mithi Customer Account](https://docs.mithi.com/home/mithi-customer-account-version-2) (<https://docs.mithi.com/home/mithi-customer-account-version-2>). (<https://docs.mithi.com/home/mithi-customer-success>)

What happens if you do not abide by these terms?

If you violate this agreement, we may act against you, including (without limitation) removing your content from the services, suspending your access to the services, asking you to refrain from certain activities, canceling your services, and/or referring such activity to appropriate authorities.

You have the right to terminate your account if Mithi breaches its obligations under these Terms. Termination of the account will include denial of access to all Services, deletion of information in your user accounts, such as your email address and password, and deletion of all data in your user account.

Additionally, we enforce a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers. In the event we act against you for a violation of this agreement, we may permanently delete it, and you may permanently lose some or all your content stored on the services, and/or we may cancel your services in their entirety. Data that is deleted may be irretrievable.

GLOSSARY

With respect to its products, services, and communication, Mithi uses Technical and Conceptual Terms that you may or may not be aware of. A description of such terms is provided for your reference.

Description of Terms

Incident or Ticket is all the correspondence of the system administrator with the Mithi Customer Care staff to resolve an issue. An incident is opened when the system administrator registers a problem and is closed upon resolution of the same. The incident is also closed when the resolution of the same lies outside the scope of the [support](https://docs.mithi.com/home/terms-of-services#support) provided by the Support Policy.

Environment means additional services in the customer premises or user endpoints, which ensure trouble-free, fast access to the services. These include but are not limited to DNS, NATing, router setting, procuring static IPs, speed of last-mile connectivity, etc.

Evaluation, Free Trial, or Proof of Concept (POC) means the period during which you try the service for free. The period of evaluation is typically 15 days and may be extended upon a special request by the customer. Some products and/or payment agreements may not have a time-based trial but instead are based on a credit amount applied to your account, which you can consume while evaluating the services.

Credit is an amount of money applied to your account in response to a remediation request or as a grant to try our services without a commercial risk from your end.

Subscribed means becoming a customer of Mithi and using [Mithi's online services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) via a valid payment agreement.

Resources are the service elements you consume when you use our services. These include but may not be limited to end-user accounts, data transfer, data storage, migration, and application features.

Plans are pre-configured resource bundles to help you purchase easily and provision a Mithi service simply and efficiently.

Payment Agreements are of 2 types viz. [Contract](https://docs.mithi.com/home/terms-of-services#contract), [Pay Per Use](https://docs.mithi.com/home/terms-of-services#pay-per-use) - Prepaid.

Contract is a payment agreement between You and Mithi in which you pre-pay for your purchased plans and resources monthly, quarterly, half-yearly or annually.

Pay Per Use - Prepaid (PPU) is a payment agreement between you and Mithi in which you consume the resources from our services and are billed for the aggregate usage at the end of the month on a daily pro-rata basis. This model accommodates growth and shrinkage of consumption and adjusts the bill according to the actual daily usage.

License is a tool deployed to automate the payment agreement process. It sends you alerts when the renewal of the service and/or the next payment is due. It also activates account suspension automatically for renewals and payments delayed beyond the stipulated time.

Daily Pro-rata means that the minimum measuring plan and resource usage unit is one day. Your consumption of our [services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) is recorded once a day at a fixed time and is used to generate the aggregate bill at the end of the month.

Migration means the process of moving & converting information and data to our [services](https://docs.mithi.com/home/terms-of-services#description-of-our-services). This covers mail data, user accounts, personal information, address books, calendar information, etc.

Configuration is the term covering all the settings/tasks the system administrator covers. These include but are not limited to settings for hosting the required domain, adding/deleting users, setting user properties, etc.

Defect means any undesirable facet of the application that would require changes to the product documentation

or to the functionality or behavior of the product itself as documented in the respective product manual.

Software Update is a newer version of the software that remedies a defect reported in the software.

Software Upgrade means newer versions of the Product with new or substantially improved features, which may include changes to the underlying OSS components.

User Support covers the support/training required by the end-users for the effective and correct use of the system. It also involves handling user grievances and managing the scheduled downtimes for upgrades and any routine maintenance tasks. You may note that Mithi does not provide direct support or training to your end-users. We can, at best, provide documentation, support, and training to your internal IT team, which will equip them to handle end-user support requests.

Administrator Training refers to the remote training Mithi provides to your IT team over a virtual web session to help them effectively manage your account on our platform and equip them to train the end-users. Mithi does not do any onsite training.

Reports mean the statistics and data related to the usage of the messaging system.

Outages mean a loss of service and application access.

Monitoring means reviewing server resources and service availability. Monitoring is required to ensure the system functions within the defined limits.

Feature requests are requests for additional messaging services, applications, and/or features to our products.

Customer is the organization who have subscribed to our services for consumption by their users.

Buyer is the person in the Customer organization who signs up for the service and is the single point of contact for alerts, notifications, and payments. The Buyer may internally route communication from Mithi to the relevant stakeholders.

Administrators are people in the customer organization who have been assigned the role of managing the service. Their activities include but may not be limited to provisioning users, assigning rights to users, helping users leverage the platform, and more.

End-users: The end-users from your company/organization who use our [services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>).

Site readiness is a process prescribed by Mithi to prepare the network and other environmental factors to enable the consumption of our [services](https://docs.mithi.com/home/terms-of-services#description-of-our-services) (<https://docs.mithi.com/home/terms-of-services#description-of-our-services>).

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement, please raise a ticket in the [Help Center](https://docs.mithi.com/home/helpdesk) (<https://docs.mithi.com/home/helpdesk>) with the details of your query.
