



For the purpose of these Terms and Conditions, the terms “we,” “us,” “our” shall refer to METACRYPT (OPC) PRIVATE LIMITED, whose registered/operational office is at 10th floor, WeWork Latitude, 69/458/69, RMZ Latitude, Hebbal Kempapura, Bangalore North, Bengaluru, Karnataka 560024.

“You,” “your,” “user,” or “visitor” shall mean any natural or legal person visiting our website and/or agreeing to purchase from us. These Terms and Conditions govern your use of our website and/or services, including the following provisions:

1. General Terms

1.1 Parties of this Agreement

Between: METACRYPT (OPC) PRIVATE LIMITED
And: You, the end user of our services.

1.2 Introduction

These Terms of Service form a binding agreement between you and METACRYPT (OPC) PRIVATE LIMITED. These general terms govern your access and use of our cloud computing, block storage, and API services.

1.3 Definitions

- IP, IP Address: Any Internet Protocol address.
- End-user, User: Refers to you.
- METACRYPT: Refers to METACRYPT (OPC) PRIVATE LIMITED.
- Compute, Instance: Virtual servers offered by METACRYPT.
- Block Storage, Volume: Storage services offered by METACRYPT.

1.4 Term

This agreement remains in effect while your account is active. It will terminate when your account is closed.

1.5 Fees

You agree to pay all applicable fees for any services purchased. All fees are non-refundable, regardless of service cancellation, suspension, or withdrawal. Services are billed on an hourly basis unless otherwise specified, with hours rounded up to the nearest whole number.

1.5.1 Pre-Pay

You may pre-pay for services by depositing a balance into your METACRYPT account, which will be used to pay for services. Pre-pay deposits are non-refundable.

1.5.2 Post-Pay

Services can also be purchased on credit. The total amount will be billed monthly. Credit limits may apply, and if exceeded, the full balance may be billed immediately.

1.5.3 Taxes

All applicable taxes, including GST, will be added to the service fees. Prices listed on the website exclude these taxes unless otherwise noted.

1.6 Abuse

If we receive notice of abuse of our services by you or related parties, you will be given 48 hours to cease such activities or provide a satisfactory explanation. Failure to comply may result in service suspension and prohibition from future services. METACRYPT prohibits activities that violate Indian law. Any such use may result in immediate service suspension and reporting to law enforcement.

1.7 Modifications

We may modify these terms at any time, with changes taking effect 14 days after notice is provided. You may object during this period; however, we may terminate your services if no resolution is reached.

1.8 Breach

Failure to abide by these terms or any other METACRYPT policy may be considered a material breach. In such cases, we reserve the right to suspend or terminate your services without notice.

1.9 Warranties

We offer no warranties beyond those explicitly stated in this agreement. This includes any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee uninterrupted or error-free services.

1.10 Liability

You agree to indemnify and hold harmless METACRYPT, its affiliates, officers, and agents from any claims, liabilities, or damages arising from your use of our services or violation of this agreement. In no event shall METACRYPT be liable for any indirect, consequential, or special damages, including loss of profits or data, even if advised of such damages.

1.11 Notices

All notices under this agreement will be provided via the email associated with your account.

1.12 Force Majeure

We are not liable for any delays or failures in performing duties due to circumstances beyond our control, including natural disasters, government actions, or other unforeseen events.

1.13 Severability

If any provision of this agreement is found to be unenforceable, the remaining provisions will continue in full effect.

1.14 Governing Law and Jurisdiction

This agreement is governed by the laws of India. Any disputes will be subject to the exclusive jurisdiction of Indian courts.

1.15 Entire Agreement

This agreement constitutes the entire understanding between you and METACRYPT regarding the use of our services, superseding any prior agreements.

2. Acceptable Usage

2.1 Compute Services

You agree not to use compute services for activities such as:

- Illegal activities, including hacking, distributing illegal content, fraud, or unauthorized access.
- Sending spam, phishing, or distributing malware.
- Launching DDoS attacks or activities disrupting services.
- Hosting or distributing copyrighted material without authorization.
- Cryptocurrency mining without permission.
- Consuming excessive resources that impact other users.

2.2 Block Storage Services

Prohibited uses include:

- Cryptocurrency mining without proper authorization.
- Excessive resource consumption that affects system performance.
- Storing illegal content.
- Engaging in excessive read or write operations that impact drive lifespan.

2.3 API

When using our APIs, you must:

- Adhere to rate limits and avoid excessive requests.
- Use bulk operations where possible to reduce load.
- Protect API credentials and ensure they are only accessible by authorized personnel.
- Respect API usage limits set by us, as exceeding these may result in restricted access.

3. Disputes

3.1 Notice of Dispute

You must notify us in writing of any disputes before pursuing legal action. We will work to resolve the issue within 30 days.

3.2 Jurisdiction

All disputes will be resolved in Indian courts, under Indian law.

4. Termination

We reserve the right to terminate or suspend your access to services immediately, without prior notice, for any breach of these terms or if required by law. Upon termination, you must cease using all services, and any outstanding fees will become immediately due.

5. Contact Information

For any questions or concerns regarding these terms, please contact us via Email at: support@metacrypt.network

By using our services, you agree to comply with these terms. If you do not agree, you must discontinue use of our services.

Last updated on August 19 , 2024.