

WEBKAARI SERVICE AGREEMENT FORM

1. Introduction

1.1. This Service Agreement Form (the “SAF”) outlines the Terms and Conditions between PMCL and you (the “Customer”) regarding the Webkaari service (the “Service”).

1.2 The Service is an all-in-one, easy-to-use platform for building websites, managing online stores, and handling bookings—tailored to help small businesses grow effortlessly. The Service can only be availed by subscribing to one or more of the available Service Package/s, as detailed hereunder. By accessing or using the Service, you are agreeing to be bound by the terms of this SAF.

2. Eligibility

2.1 To use the Service, you confirm that you are at least 18 years old at the time of subscription to the Service.

3. The Service

3.1 The Service platform offers the following distinct Service packages: (each a “Service Package”):

Webkaari Explore:

- a. A Free 30-day trial package for users to build websites, publish online stores, and utilize the booking service to manage customer bookings for their services. This package offers unlimited storage and allows the creation of up to 10 pages per site. After the trial period ends, continued access to services will require selection of and subscription to a paid plan. If a Service Package is not subscribed to within [15 days] of the expiration of the trial period, The service will be deactivated, and the customer will no longer be able to perform any activities on the website. The customer’s website data will be retained for 90 days, after which it will be permanently deleted. Webkaari Sitebuilder.
- b. You can create your website with unlimited storage and unlimited number of pages, for a monthly fee as detailed hereunder in the pricing table.

Webkaari Sitebuilder Plus:

- a. This Service Package includes all the Features of the Webkaari Site builder with the addition of one domain registration, and three email addresses for a monthly fee as detailed hereunder in the pricing table.



Webkaari Store

- a. The Webkaari Store Package includes access to the website builder, online store features, and booking management services. The package offers unlimited storage, unlimited pages, one domain registration, and three email addresses for a monthly fee as detailed hereunder in the pricing table. Webkaari Store Plus.
- b. The Webkaari Store Plus Package includes access to the website builder, online store features, and booking service. The package offers unlimited storage, unlimited pages, one domain registration, and three email addresses for a monthly fee as detailed hereunder in the pricing table. Users can subscribe to this package by paying the monthly fee specified in the pricing table below.

Pricing Table

Features	Webkaari Explore	Webkaari Sitebuilder	Webkaari Sitebuilder +	WebKaari Store	Webkaari Sore +
Price	Free	PKR 1,399.00 per month	PKR 2,399.00 per month	PKR 3,399.00 per month	PKR 4,399.00 per month
		Exclusive of Taxes			

In addition to the above, please note that all total payments that are received by you online via debit card, credit card, or e-wallet, will be subject to a 5% deduction fee before they are remitted back to you, by the third-party payment processor, as further detailed in Clause 4 hereunder.

Further information on Webkaari and its Service packages is available at the following link:

<https://webkaari.com/webkaari-pricing>

A table summarizing the features of each Service Package is as follows:

Features	Webkaari Explore	Webkaari Sitebuilder	Webkaari Sitebuilder +	WebKaari Store	Webkaari Sore +
Site Builder	✓	✓	✓	✓	✓
Sitebuilder+Store+Bookings	✓	X	X	✓	✓
Storage	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
No of Pages	Limited 10 pages	Unlimited	Unlimited	Unlimited	Unlimited
Domain Registration	X	X	✓	X	✓
Email adress	X	X	3	X	3

4. Third-Party Payment Processing

4.1. Third-Party Payment Processing Services

You acknowledge and agree that the Service includes the use of third-party payment processing services provided by Walee Technologies (Private) Limited (the “**Payment Provider**”). The use

of such services shall be subject to the separate terms and conditions of the Payment Provider and may accessed by clicking on the following links:

1. <https://www.business.help.walee.pk/PrivacyandSafety.html>
2. <https://www.business.help.walee.pk/TermsOfUse.html>

PMCL shall not be responsible or liable for any act, omission, or breach by the Payment Provider.

4.2. Third-Party Payment Processing Fee

A **5% deduction fee** will be applicable on all third-party payment methods. When you receive payments online via debit card, credit card, or e-wallet, the Payment Provider, shall collect the payment on your behalf, deduct a 5% service fee from the total amount, and remit the remaining balance to you after deductions. The net amount will be credited to your designated account.

4.3 Collection and Disbursement of Funds

You expressly agree and understand that all payments collected through the Service platform are processed by the Payment Provider. PMCL neither receives, holds, nor disburses such funds and has no control over the same. PMCL is not a party to any contract between you and the Payment Provider.

4.3. Limitation of Liability

To the fullest extent permitted under applicable laws of Pakistan, PMCL shall not be liable for any loss, delay, error, or non-performance in the collection or disbursement of funds by the Payment Provider, whether arising in contract, tort, or otherwise. Any claims in this respect shall be made directly against the Payment Provider.

4.5. Indemnity

You agree to indemnify and hold harmless PMCL, its directors, officers, employees, and affiliates from and against any and all losses, claims, liabilities, damages, costs, or expenses (including legal costs) arising out of or in connection with any dispute or claim by you or any third-party regarding payments processed by the Payment Provider.

5. Service Activation

5.1 To access the Service, you must become a member by creating an account and providing accurate, current information during the registration process. You are responsible for maintaining the confidentiality of your account details and all activities conducted under your account. By using the Service, you agree to accept responsibility for all activities that occur under your account.

- 5.2 Once an account has been successfully created, you will choose the required Service Package and select a payment method (either JazzCash Wallet or a Debit/Credit card).
- 5.3 After the payment has been processed successfully, you will receive a confirmation to this effect on the number you have registered your account with.
- 5.4 The Service Package will be activated automatically upon acknowledgment of the Service Agreement Form and successful processing of payment.
- 5.5 By signing up, you are deemed to have acknowledged and accepted the Terms and Conditions available on the Webkaari.com portal. It is the customer's responsibility to carefully review the Webkaari SAF Terms and Conditions prior to proceeding.

6. Exclusions and Liabilities:

- 6.1 You understand and agree that The Service shall not be used by you in any manner whatsoever for any illegal or unlawful purpose, or so as to constitute an illegal or unlawful action or breach of any law including but not limited to, intellectual property laws. You further agree and understand that you are responsible for ensuring compliance with legal, regulatory, or data residency requirements for your website's/store's content and operations.
- 6.2 For clarity, you agree and understand that PMCL shall not be responsible or held liable for, in anyway, for the following:
 - a. Issues arising from third-party services, plugins, or APIs integrated by you or external vendors.
 - b. Delays or failures caused by third-party domain registrars or email service providers.
 - c. Downtime or performance issues caused by customer-provided content, configurations, or unauthorized modifications.
 - d. Any issues related to the customer's internet service provider, local network setup, or firewall restrictions. It is expressly acknowledged and agreed that the responsibility for ensuring adequate connectivity for accessing the Service is solely yours and PMCL shall bear no responsibility for any loss or damage arising from connectivity issues.
 - e. Service disruptions due to unforeseen circumstances, such as natural disasters, government actions, or widespread cyberattacks.
 - f. Problems resulting from custom code, third-party tools, or unauthorized changes to the platform.
 - g. Downtime due to scheduled maintenance or upgrades with prior notice to customers.
 - h. Security issues arising from weak passwords, shared credentials, or unapproved third-party integrations by the customer.

6.3 PMCL shall not be liable for any failure or delay in performing its obligations under this SAF due to events beyond its reasonable control, including but not limited to the failure of third-party service providers such as the Payment Provider, system outages, governmental restrictions, or any act of God.

7. Service Termination

7.1 By PMCL:

PMCL reserves the right to terminate the Service immediately upon written notice if any of the following conditions occur:

1. You have provided false, misleading, or incomplete information, or have failed to provide any information reasonably requested by PMCL for the purposes of this SAF.
2. Your nominated payment method is declined or dishonored, or you fail to make the required payment within fifteen (15) days from the due date.
3. You are using the Service unlawfully.
4. You have violated any provision of the SAF.
5. Termination is required due to regulatory or emergency circumstances.
6. The operations, security, or efficiency of the Service are impaired by your use of the Service or any of your equipment connected to the Service.

7.2 By You:

You may cancel the Subscription to the Service via the PMCL self-service portal at any time. However, if you make a cancellation after subscribing to a Service Package, PMCL will not issue a refund for the current month.

8. Customer Data Protection

For the purposes of this Clause 8, you are the Customer and *Customer Data* refers to any data or information provided by the Customer at the time of registration or during the course of using the Services.

The Customer acknowledges and agrees that they bear sole responsibility for maintaining the security and protection of their login credentials used to access Customer Data. The Customer is prohibited from sharing their login credentials except as necessary for the establishment and authorization of users within their account. It is the sole responsibility of the Customer to designate authorized users and control access to the login credentials associated with their account.

PMCL's obligations regarding the security of Customer Data are strictly limited to the scope defined in the Self-Service Portal or any executed proposal between the parties. PMCL provides



no additional representations, warranties, or guarantees concerning the security of Customer Data beyond those expressly stated herein.

The Customer is solely responsible for assessing the suitability of the Services provided by PMCL, taking into account the nature, sensitivity, and classification of the Customer Data that will be utilized in conjunction with the Services.

Any information provided to PMCL by the Customer via the designated forms shall be treated with the highest standards of security and confidentiality. Such information will be stored and maintained in a secure manner, consistent with applicable laws and industry best practices.

The information shared with PMCL shall only be used for the purposes expressly stated at the time of collection, which include:

- a. Identifying and verifying the Customer.
- b. Fulfilling legal and regulatory requirements under applicable laws.
- c. Marketing products or services that are of a similar nature to those previously availed by the Customer.

PMCL and /or its sub processor shall process the Customer's data in accordance with applicable data protection laws and regulations, ensuring that such data is only utilized for the purposes for which it was intended or as otherwise permitted under the law.

The obligations outlined herein apply exclusively to *Customer Data* as defined above, and do not extend to data generated, processed, or stored by the Customer independently of PMCL's Services.

9. Data Retention & Backup

Once you cancel a Service, Customer Data pertaining to that Service shall not be retrievable from such point by you in any shape or form.

PMCL may erase/delete Customer Data from our systems no later than 90 days from the date of Service cancellation.

10. Charges and Billing

- a. The service operates on an advance payment basis, with fixed charges as described in the pricing table. Upon subscription and successful payment, the selected Service Package will be activated. Please note that there is no refund policy. If you decide to discontinue use of the service by unsubscribing within the 30-day period, no refund shall be provided for the unused duration. Your bills may also include charges from previous billing periods where these have not been remitted.
- b. As provided under Clause 4 above, a **5% deduction fee** will be applicable when you receive payments online via debit card, credit card, or e-wallet.

11. Maintenance & Outages

PMCL will endeavor to conduct all Scheduled Maintenance outside of Business Hours. However, PMCL may be required to suspend supply of Service during Business Hours in order to carry out emergency repairs on its systems.

In event of an unscheduled outage or incident and scheduled maintenance, we will communicate the details of issues and expected resolution times via our website or via email to you.

12. Responsibility Matrix:

Activity	Your Responsibility	PMCL's Responsibility
Service Subscription	Select the desired service package and complete payment.	Provide access to the subscribed Webkaari service.
Domain Registration	Provide preferred domain name and required details.	Register and configure the domain (if included in the package).
Website Design and Content	Choose templates, provide website content, and approve designs.	Offer tools, templates, and widgets to build the website.
E-Commerce Setup (Store)	Add products, pricing, and manage inventory.	Provide and maintain the eCommerce app and features.
Booking Setup (Bookings)	Configure schedules, booking rules, and preferences.	Provide and maintain the booking system features.
Storage and Pages	Upload and manage website content.	Ensure unlimited storage and page functionality.
Website Management	Manage website updates, edits, and content changes.	Ensure platform functionality and software updates.
Technical Support	Report issues and cooperate during troubleshooting.	Resolve technical issues and provide customer support.

Escalation Matrix:

For complaint resolution, the following shall apply:

Escalation Level	Role	Email	Contact No.
Level 1	Cloud Support	cloud.support@jazz.com.pk	0304-1110365
Level 2	Platform Management Team	garaj-platform-team@jazz.com.pk	0340-8882068

Severity Levels:

Severity Definitions:

L1:

Primary support level, dealing with routine issues and initial troubleshooting.

Contacted for basic incidents related to services.

L2:

Engaged when Level 1 is unable to resolve the issue.

Provides more advanced technical support and expertise.

13. Indemnity

13.1 The Customer agrees to indemnify and hold harmless PMCL, its directors, officers, employees, and affiliates from and against any and all losses, claims, liabilities, damages, costs, or expenses (including legal costs) arising out of or in connection with any dispute or claim by the Customer or any third-party regarding or in relation to the Service.

14. Intellectual Property

- a. All intellectual property rights (“IPRs”), including but not limited to software, source code, designs, templates, logos, trademarks, copyrighted content, patentable inventions, and all associated statutory protections, whether registered or unregistered, made available through or used in connection with the Service, are and shall remain the exclusive property of PMCL. You may not use any such intellectual property or the provided content available on the Service Package for use outside the Service platform without our explicit permission.
- b. PMCL grants you a limited non-exclusive, non-transferable, revocable license to use the Service and relevant Service Package features, solely for your internal business use on the Service platform. You may not modify, download (except as permitted), reproduce, extract, reverse-engineer, duplicate, or exploit any portion of the Service for commercial use outside of the platform, nor may you sublicense, resell, or commercially distribute the Service or its contents in any manner.

- c. You will retain ownership of content that you upload to the platform, but grant PMCL a limited license to use such content for operating, maintaining, and improving the Service.
- d. PMCL reserves the right to suspend, restrict, or revoke the license granted under this Agreement at any time if you breach, or are reasonably suspected of breaching, any of the terms and conditions set forth herein.

15. Jurisdiction and Applicable Law

The Customer unconditionally agrees that all disputes and/or differences, if any, shall be governed by the Laws of Islamic Republic of Pakistan and submitting to the exclusive jurisdiction of the appropriate court of law in Pakistan.

16. Modification of Terms

PMCL may update or change the terms of this SAF periodically. PMCL shall notify you of any significant changes through email and your continued use of the Service constitutes acceptance of the revised terms. We recommend that you regularly review these Terms.

17. Contact Info

Escalation Level	Role	Email	Contact No.
Level 1	Cloud Support	cloud.support@jazz.com.pk	0304-1110365
Level 2	Platform Management Team	garaj-platform-team@jazz.com.pk	0340-8882068
