REFUND POLICY

DEFINITIONS AND INTERPRETATIONS

0.1 GENERAL INTERPRETATION RULES

0.1.1 Headings and Section References

Section headings and subsection titles are for organizational convenience only and do not affect the meaning, interpretation, or legal effect of the policies. References to "Section X" refer to that specific section of the document.

0.1.2 Definition of Key Terms

"PLAK HOSTING" or "Provider" - PLAK INDIA, a business entity registered in Assam, Guwahati, India, engaged in web hosting and related services.

"Customer" or "User" - Any individual or legal entity that has registered for, subscribed to, or uses PLAK HOSTING's services.

"Agreement" - This comprehensive Terms and Conditions, Privacy Policy, Refund Policy, and Cookies Policy, collectively, along with any referenced documents.

"Services" - Web hosting services, domain registration, email hosting, technical support, and related services provided by PLAK HOSTING.

"Customer Data" - All data, content, files, and information uploaded or stored by the Customer through PLAK HOSTING's services.

"Prohibited Activity" - Any activity that violates this Agreement, applicable law, or infringes third-party rights.

"Fair Usage Policy" - Standard policy limiting resource consumption on shared hosting to ensure equitable distribution among customers.

0.1.3 Singular and Plural

Words in singular form include plural and vice versa as appropriate to the context.

0.1.4 Gender References

References to "he," "she," or "it" are used generically and include all genders and non-binary references as appropriate.

0.2. EFFECTIVE DATE AND APPLICABILITY

Last Updated: December 10, 2025

These policies are effective immediately upon posting to PLAK HOSTING's website. The Customer's continued use of PLAK HOSTING's services constitutes acceptance of these terms.

For customers who previously agreed to earlier versions, these updated policies apply unless PLAK HOSTING explicitly provided a transition period, in which case the earlier policies apply until the transition period ends.

0.3. SEVERABILITY

If any provision of these policies is found to be invalid, unenforceable, or violates applicable law:

- That provision will be severed or modified to the minimum extent necessary to comply with law.

- The remaining provisions will continue in full force and effect.

- The intent and effect of the original provision will be preserved to the fullest extent possible.

0.4. WAIVER

The failure of PLAK HOSTING to enforce any provision of these policies does not constitute a waiver of that provision or any other provision. A waiver is only valid if provided in explicit written form signed by authorized PLAK HOSTING representatives.

0.5. GOVERNING LAW AND JURISDICTION

0.5.1 Governing Law

These policies shall be governed by and interpreted in accordance with the laws of India, specifically the laws of Assam, without regard to conflicts of law principles.

0.5.2 Jurisdiction and Venue

- The exclusive jurisdiction and venue for any dispute, claim, or lawsuit arising out of these policies shall be the courts of Guwahati, Assam, India.

- The Customer irrevocably submits to the exclusive jurisdiction of these courts and waives any objection to venue.

- For disputes involving residents of other countries, the parties may agree to alternative dispute resolution mechanisms (mediation, arbitration).

0.5.3 Binding Arbitration (Optional)

Notwithstanding the above, the parties may agree to submit disputes to binding arbitration conducted in Assam, India, under the Arbitration and Conciliation Act, 1996, as an alternative to litigation.

0.6. CONTACT INFORMATION

For all inquiries, complaints, requests, or communications:

PLAK INDIA
Guwahati, Assam, India
Email: mail@plak.in
Website: www.plak.in

ACKNOWLEDGMENT AND ACCEPTANCE

By accessing and using PLAK HOSTING's services, the Customer acknowledges that:

- The Customer has read, understood, and agrees to be bound by these Terms and Conditions, Privacy Policy, Refund Policy, and Cookies Policy in their entirety.

- The Customer acknowledges the limitations of liability, disclaimers, and limitations on PLAK HOSTING's obligations.

- The Customer accepts all terms regarding data security, retention, and deletion.

- The Customer consents to the processing of personal information as described in the Privacy Policy.

- The Customer acknowledges the use of cookies and tracking technologies as described in the Cookies Policy.

- The Customer consents to jurisdiction in Assam, India for any disputes.

The Customer may not use PLAK HOSTING's services if the Customer does not agree to all provisions of these policies.

Document Version: 1.0
Last Updated: December 10, 2025
Status: FINAL AND EFFECTIVE

1. REFUND POLICY

1.1 General Refund Policy

PLAK HOSTING offers a 7-day money-back guarantee for hosting services purchased, subject to the terms and conditions enumerated in this section. Refund eligibility is strictly limited and subject to multiple conditions and exclusions.

1.2 Hosting Service Refund - 7-Day Money-Back Guarantee

Eligibility:

- The Customer may request a full refund of hosting service fees within 7 days of initial service activation (the "Refund Period").

- The refund request must be submitted in writing to mail@plak.in and must include the hosting account number, service dates, and reason for the refund request.

- The refund applies only to hosting service charges and does not apply to any other fees, add-ons, or services.

Conditions:

- The refund is available only under "reasonable conditions," which include:

    o The Customer has not exceeded fair usage limits or resource allocation quotas.

    o The hosting account has not been suspended or terminated due to violations of the Acceptable Use Policy, security issues, or abuse.

    o The Customer Data has not been deleted or removed by the Customer.

    o PLAK HOSTING infrastructure has not experienced any downtime or service issues during the Refund Period.

    o The Customer's use of the Services has been consistent with this Agreement and all policies.

    o The refund request does not involve disputed payment, chargebacks, or payment-related issues.

- If the Customer has violated any provision of this Agreement, the Fair Usage Policy, or the Acceptable Use Policy, the Customer forfeits refund eligibility regardless of timing.

- If PLAK HOSTING has detected or suspected prohibited activity, security violations, or abuse, the Customer forfeits refund eligibility and all payments are forfeited.

Refund Process and Timeline:

- Upon receipt of a valid refund request, PLAK HOSTING will review the request within 3-5 business days.

- If the refund is approved, PLAK HOSTING will process the refund to the original payment method within 7-10 business days.

- The hosting account will be terminated immediately upon approval of the refund, and all Customer Data will be deleted from PLAK HOSTING systems.

- PLAK HOSTING will not provide copies of Customer Data after refund approval.

1.3 Non-Refundable Services and Add-ons

Absolutely Non-Refundable:

- **Domain Name Registrations:** Domain name registrations, including initial registrations and renewal fees, are absolutely non-refundable once registered. This applies without exception, regardless of the circumstances, Customer dissatisfaction, or other factors. Domain registration fees are payments to domain registries and cannot be returned.

- **Domain Renewal Fees:** Domain renewal fees charged during the billing period are non-refundable.

- **Premium Domain Names:** Any premium or specially-priced domain names are absolutely non-refundable.

- **Mail Routing Services (Mail Baby):** Fees for mail routing, alternate mail services, and email forwarding services are non-refundable.

- **Third-Party Services:** Any services provided through third-party vendors (PayPal charges, CC Avenue fees, payment gateway fees) are non-refundable and subject to the third-party provider's refund policies.

- **Add-on Services:** Any add-on services, including SSL certificates, backup services, advanced monitoring, or premium features are non-refundable after activation.

- **Overage Charges:** Any overage charges for exceeding bandwidth, storage, or resource allocations are non-refundable.

- **Special Pricing or Promotional Offers:** Services purchased at promotional rates, discount rates, or with coupon codes may be subject to special refund restrictions as specified at the time of purchase.

1.4 Payment-Related Refunds

- **Duplicate Charges:** If the Customer is charged twice for the same service due to PLAK HOSTING's error, the Customer is entitled to a refund of the duplicate charge. The Customer must report the duplicate charge within 30 days.

- **Declined Transactions:** If a payment is declined by the payment processor but a duplicate charge is created, PLAK HOSTING will refund the duplicate charge upon verification.

- **Billing Errors:** If PLAK HOSTING charges an incorrect amount due to billing system errors, PLAK HOSTING will correct the billing and either refund the overage or issue service credits.

10.5 Refund Claims and Disputes

- **Claim Timeline:** Refund requests or disputes must be submitted within 30 days of the charge date. Claims submitted after 30 days will not be considered.

- **Burden of Proof:** The Customer bears the burden of proving that a refund is due and meets all eligibility criteria.

- **Chargeback Disputes:** If the Customer initiates a chargeback or payment dispute with their payment processor without first attempting resolution with PLAK HOSTING, the Customer's account will be terminated, all services will be suspended, and the Customer will be ineligible for future services.

- **Final Decision:** PLAK HOSTING's decision regarding refund eligibility is final and binding. No appeals or further review is available.

1.6 No Refund for Service Suspension or Downtime

PLAK HOSTING will not provide refunds, service credits, or compensation for:

- Service downtime due to circumstances described in Section 5.1 (Service Level Agreement and Uptime Guarantee).

- Downtime caused by Customer configuration errors, Customer-uploaded malware, or Customer-caused security issues.

- Downtime resulting from the Customer's failure to maintain adequate backups or security measures.

- Downtime resulting from overwhelming traffic, resource overages, or fair usage policy violations.