

Nayatel Managed Cloud Solutions Agreement

*TERMS AND CONDITIONS

THIS AGREEMENT is made and entered between Nayatel(Pvt.) Limited, hereinafter referred to as NTL and the customer, who wishes to use the web, Mail, FTP hosting and/or domain registration services of NTL in accordance with NTL's standard application overleaf.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree to be legally bound, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting their ability to enter into this agreement for the person or entity herein named overleaf as a party hereto:

1. **SERVICE DESCRIPTION:** As a Web/Mail/FTP hosting & domain name service provider, NTL provides dedicated server computers which are integrated into the Internet. These server computers shall send and receive information in relationship to the World Wide Web. Customer wishes to connect a Web/FTP/Email site(s) to the World Wide Web utilizing the hardware and software resources of NTL to establish an Internet web presence on one of NTL's server computers.

1a. **SPAM (unsolicited email):** NTL has a strict NO SPAM policy. If a customer has any plan of sending out SPAM, regardless of what server/computer sends it out it, he/she should not continue with the order. Any account that ignores this policy and sends SPAM anyway will be terminated without notice and customer will not be entitled to any refund. By completing this contract, customer agrees that he/she will not send any SPAM related to his/her site from any computer.

1b. **ADULT SITES, ILLEGAL INFORMATION AND ACTIVITIES:** NTL does NOT host adult sites, nor sites which generally would be perceived as being of adult nature based on language, content, photos, images, including nudity of any form. Further more NTL does NOT host any site which contains or promotes illegal products or information of any kind. Customer also hereby agrees that all domain names and any material submitted for publication on NTLs servers through customer's account(s) will not contain anything leading to an abusive or unethical use of the web hosting product(s) or the host server(s). Abusive and unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, warez, ROMS, emulators, hacking, password cracking, IP spoofing, any harassing, offensive and/or harmful materials or uses. etc. and encrypting any of the above. Involving in activities or run programs/ applications that monopolize resources i.e bandwidth and/or processor utilization and is intended to prevent the misuse of NTL servers also includes any site which provides "links to" or "how to "information about such material. If a website is found to be NTL management reserves the right and final opinion regarding whether any portion of a site falls within one of these categories. Client hereby agrees to indemnify and hold harmless NTL from any claim resulting from customer's publication of materials or customer's use of those materials. Violations of NTL's Terms Of Service may result in application of immediate account termination procedures and forfeitures as indicated above on line 1a.

1c. **Email Services:** Email accounts (POP3) are intended to be used directly by the individual/company/organization associated with the domain that we host. It is strongly recommended to use an email program like Outlook Express to retrieve the email fro POP3 account and store the emails locally. Due to the ever changing nature of email, the email POP3 accounts are not backed up, and in accordance with Item 3 above, NTL shall not be liable for any loss of email data stored on the email server(s). Storage of received, sent and any other format of email is considered in determining the total disk space used for the account. Likewise, email traffic is considered in determining the total traffic/bandwidth used by the account.

2. **CONDITIONS:** The application and this Agreement constitute a binding contract between NTL and the Customer and does not extend to any other person or entity. Customer in case of an individual must be at least 21 years of age and provide a copy of Computerized National ID card or in case of foreigner a copy of valid passport

3. **WARRANTIES:** With respect to the service to be provided herein, the Customer acknowledges that NTL makes absolutely no warranties whatsoever, expressed or implied. As a result, the Customer agrees that NTL shall not be liable to the Customer for any claim or damage which may be suffered by the Customer, including, but not limited to, losses or damages resulting from the loss of data (including database data in any format), email data, delays, non-deliveries, or service interruptions. NTL will though provide all reasonably possible assistance to recover any lost data.

4. **INFORMATION:** The utilization of any data or information received by the Customer from the utilization of the service to be provided by NTL is at Customer's sole and absolute risk. NTL specifically disclaims and denies any responsibility for the completeness, accuracy or quality of information obtained through the services to be provided hereby.

5. **DOMAIN NAME REGISTRATION:** If NTL registers customer's domain name on his/her behalf, NTL will inform its customers about domain name registration renewal date in a timely manner. In this regard the Customer hereby waives any and all claims which he/she may have against NTL, for any loss, damage, claim or expense arising out of or in relation to the registration or renewal of such Domain Name, including but not limited to registration in any on-line or off-line network directories, membership lists or registration lists, or release of the Domain Name from such directories or lists following the termination of providing of this service by NTL for any reason. Domain name are not transferable without express permission of NTL.

6. **PAYMENT:** NTL charges for Web, Mail, FTP hosting and domain name registration services on yearly advance basis and are billed accordingly. Subsequent payments are due on the renewal date per the selected fee schedule. In the event that the Customer fails to pay for such services in advance in a timely manner, NTL shall be entitled to unilaterally terminate this Agreement and discontinue the service until payment is made. Any untoward charges related re-registration, set-up charges, recovery of data will be borne by the customer.

Contract Renewal: All contracts are automatically renewed for another term unless a written notice of cancellation submitted through our cancellation form at least two weeks in advance of the renewal date / anniversary date. If no correct notice of cancellation is given by the customer all contracts will be automatically renewed for another term under the same conditions.

NTL reserves the right to refuse service to anyone at any time. NTL reserves the right, in its sole discretion to deactivate your account(s) without further warning upon an indication of credit problems including delinquent payments, or if this service contract is violated, or if Client's account or the traffic on this account causes any kind of network or server problem or disturbances.

7. **MATERIAL and INDEMNIFICATION:** Client hereby agrees that all domain names and any material submitted for publication on NTL's server(s) through client's account(s) will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful. Client hereby agrees to indemnify and hold harmless NTL for any claim resulting from the submission of illegal materials, any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions, and proceedings that may be initiated against NTL on the grounds of such violation. Violations to NTL's Terms Of Service will result in immediate account termination.

8. **CHANGES IN TERMS OF AGREEMENT:** NTL reserves the right to make changes to the terms and conditions of this Agreement. It is Customer's responsibility to periodically review the Web Hosting Contract and Terms of Service Agreement. Utilization of the service by Customer following the effective date of such change shall constitute acceptance by the Customer of such change(s).

9. **ENTIRE AGREEMENT AND UNDERSTANDING:** This instrument and the application for web space constitute the entire agreement between the parties and represent complete and entire understanding of the parties with respect to the subject matter of this Agreement.

10. **GOVERNING LAW:** This Agreement shall be deemed made and entered into in the courts of the respective territory where the service is being provided by NTL and shall be construed and enforced in accordance with and governed by the laws of the Islamic Republic of Pakistan.

11. **CGI-SCRIPTS:** Customer's are not allowed to use any CGI scripts.

12. **REFUSAL OF SERVICE:** NTL reserves the right to refuse or cancel service at our sole discretion. Failure to comply with any of NTL policies will result in immediate termination of services. No refunds will be issued under these circumstances.

13. **LOG FILES & MAIL STORAGE:** NTL is not obligated in any way to keep logs of Web and FTP access. Log files for last two weeks usage for FTP and Web Hosting will be maintained on request of the customer. Duration of availability of log files will be solely determined by NTL, subject to availability of resources. Customer emails will be queued up for a maximum period of three days after which NTL will not be responsible for any emails loss and any loss accompanied due to loss of these emails.

14. **BACKUPS AND DATA LOSS:** Your use of this service is at your sole risk. NTL is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Nayatel servers. In most of the cases, our backup service runs once a week, overwrites any of our previous backups made, and only one week of backups are kept. NTL shall not be liable to provide customer with backup of individual account in case of any data loss.