

Please write in BLOCK LETTERS
Fields with * are mandatory

Serial No.

Customer Details:

*Customer name: (Mr/Miss/Mrs/Dr/Company):
(First, middle, last)

Contact Person: *NIC/Passport No/NTN No:

*Phone(s): *E-mail:
(Mobile) (Residence/Office) (Alternate Email Address)

Address:
(Street Address)

.....
(City) (Postal Code)

DSL ID: NTL ID:
(If applicable) (If applicable)

Technical Details:

Type of service required: Domain Registration Web Hosting E- Mail Hosting FTP Hosting Email Queuing DNS Hosting

a) Domain Registration

Domain Name Required

No. of years 1 year 2 years Charges: Rs.

b) Web Hosting

Platform: ASP ASP.NET PHP

For Year(s): Charges: Rs.

c) FTP Hosting

Plan 50MB 100MB 250MB 500MB 1GB Others Charges: Rs.

yourname@yourdomain.com

eCollaboration

Package: Standard Enterprize Per Month Charges: \$

No. of E-mail boxes:

Premium Anti Spam and Anti-virus Service (For customers having own Mail Servers)

Incoming Antivirus Filtering and Antispam Filtering Charges/Month:

Email Queuing Charges: Rs.

DNS Hosting Charges: Rs.

*Customer Signature: Total Charges:

For Official Use

Receipt #: Date:

Amount Deposited: Mode of payment: Cash Cheque Credit Card

Check or C.C#:

Sales Exe.: Sales Manager: Systems Manager:

TERMS AND CONDITIONS

THIS AGREEMENT is made and entered between Micronet Broadband Pvt. Limited, hereinafter referred to as MBL and the customer, who wishes to use the web, Mail, FTP hosting and/or domain registration services of MBL in accordance with MBL'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, MBL 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 MBL to establish an Internet web presence on one of MBL's server computers.

1a. **SPAM (unsolicited email):** MBL has a strict NO SPAM policy. If a customer has any plans of sending out SPAM, regardless of what server/computer sends it out it, he 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 not send any SPAM related to his site from any computer.

1b. **ADULT SITES, ILLEGAL INFORMATION AND ACTIVITIES:**
MBL 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 MBL 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 MBL's 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 of any the above. Involve in activities or run programs/ applications that monopolize resources i.e bandwidth and/or processor utilization and is intended to prevent the misuse of MBL servers also includes any site which provides "links to" or "how to" information about such material. If a website is found to be MBL management retains 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 MBL from any claim resulting from customer's publication of materials or customer's use of those materials. Violations of MBL'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 from the 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, MBL 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 MBL 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 MBL makes absolutely no warranties whatsoever, express or implied. As a result, the Customer agrees that MBL shall not be liable to the Customer for any claims or damages 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. MBL 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 MBL is at the Customer's sole and absolute risk. MBL 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 MBL registers customer's domain name on his behalf, MBL 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 it may have against MBL, 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 the release of the Domain Name from such directories or lists following the termination of the providing of this service by MBL for any reason. Domain name are not transferable without express permission of MBL.

6. **PAYMENT:** MBL 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, MBL 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, all contracts will be automatically renewed for another term under the same conditions.

MBL reserves the right to refuse service to anyone at any time. MBL 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 MBL'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 MBL 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 MBL on the grounds of such violation. Violations to MBL's Terms Of Service will result in immediate account termination.

8. **CHANGES IN TERMS OF AGREEMENT:** MBL reserves the right to make changes to the terms and conditions of this Agreement. It is the Customer's responsibility to periodically review the Web Hosting Contract and Terms of Service Agreement). Utilization of the service by the 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 the complete and entire understanding of the parties with respect to the subject matter of this Agreement.

10. **GOVERNING LAW:** This Agreement shall be governed by the laws of the Government of Pakistan. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement which it evidences, shall remain in full force and effect.

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

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

13. **LOG FILES & MAIL STORAGE:** MBL 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 the request of the customer. Duration of availability of log files will be solely determined by MBL subject to availability of resources. Customer emails will be queued up for a maximum period of three days after which MBL will not be responsible for any emails loss and any loss accompanied due to loss of these emails.