NAYAtel

CUSTOMER AGREEMENT FORM:
WEB HOSTING/DOMAIN REGISTRATION/MAIL HOSTING

Please write in BLOCK letters. Fields with * are mandatory.

Serial # ....

Customer Details

*Customer Name: Mr./Ms./Company:

Contact Person: .... *NIC/Passport no./NTN no: ....

*Phone(s): .... *E-mail: ....

Address: ....

....

User ID: (MBL) .... (NTL): ....

Technical Details:
(Types of service required)

☐ Domain Registration ☐ Web Hosting ☐ e-mail Hosting
☐ Premium Anti-Spam & Anti-Virus Services ☐ Premium FTP Hosting

a) Domain Registration:	Number of Years:	☐ 1 Year	☐ 2 Years	☐ DNS Hosting

Domain Name Required: .... Charges: (PKR) ....

b) Web Hosting:	Platform:	☐ ASP	☐ ASP.NET	☐ PHP

For Years: .... Charges: (PKR) ....

eCollaboration	Package:	☐ Basic	☐ Standard	☐ Enterprise

Email ID: (e.g: yourname@yourdomain.com)

Per Month: .... Charges: (PKR) ....

No. of e-mail boxes

Premium Anti Spam and Anti-virus Services (For Customers having own mail servers)

Incoming Antivirus Filtering and Antispam Filtering ☐ Charges/Month: (PKR): ....

☐ Email Queuing   Charges: (PKR): ....

Premium FTP Hosting:	Plan:	☐ 50MB	☐ 100MB	☐ 250MB	☐ 500MB	☐ 1GB

Others (Please Specify): .... Charges: (PKR) ....

GRAND TOTAL	

....

Date	*Customer's Signature

Customer's Declaration:

I hereby undertake and commit not to transfer/handover/sublet my FTTU connection (even temporarily) to any person who may attempt to use it for any unlawful activity as described in Terms & Conditions. If I do so, I will be liable and fully responsible for all obligations under the law and NTL will not be responsible. Any unauthorized transfer/use of the connection shall entitle NTL to terminate my connection forthwith. I hereby certify that the information given in this form is correct. I have read and agreed to the Terms & Conditions of this agreement as stated on the reverse side. I undertake that the services provided by NTL, would not be used contrary to the provisions of Pakistan Telecommunication (Re-organization) (Amendment) Act, 2005 and Pakistan Electronic Media Regulatory Authority Ordinance, 2002. If such is the case, NTL has the right to disconnect my services immediately without any notice.

For official use only:

User ID allocated: .... SOI: ....

Sales Representative: .... Systems Representative: ....

NTL #: .... Ref NTL # .... ☐ New ☐ Repeat

Receipt #: .... Mode of Payment: ☐ Cash ☐ Cheque ☐ Credit Card

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 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 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:
NTL does NOT host adult sites, or sites which generally would be perceived as being of adult nature based on language, content, photos, images, including nudity of any form. Furthermore 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 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 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 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 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 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, 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 express or implied. As a result, the Customer agrees that NTL 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. 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 the 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 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 it 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 the release of the Domain Name from such directories or lists following the termination of the 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, 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 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:
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 the 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. Our backup service runs once a week, overwrites any of our previous backups made, and only one week of backups are kept. This service is provided to you as a courtesy. 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.