



## Web Hosting & Domain Contract

Client: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website URL (if any): \_\_\_\_\_

### Terms And Conditions:

This agreement shall be effective when signed by client (the "Effective Date") and shall remain in effect for (1) years, unless earlier terminated as otherwise provided in this Agreement.

1. Please change your password as soon as possible. We are not responsible for any kind of misuse of domain/hosting.
2. Web Indus Networks has a strict NO SPAM policy. If you have any plans of sending out SPAM, regardless of what server/computer sends it out it, please do not continue with the order. Any account that ignores this policy and sends SPAM anyway will be terminated.
3. Web Indus Networks 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. Any account that ignores this policy will be terminated.
4. Web Indus Networks does NOT host any site which contains or promotes illegal products or information of any kind. Any account that ignores this policy will be terminated.

5. Client hereby agrees that all domain names and any material submitted for publication on Web Indus Networks servers through client'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, and any harassing, offensive and/or harmful materials or uses. Web Indus Networks 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 Web Indus Networks from any claim resulting from your publication of materials or your use of those materials. Violations of Web Indus Networks Terms Of Service may result in immediate account termination and Web Indus Networks reserves the right to charge up to Rs 2000 clean-up fee.
6. In case of data loss we won't be responsible. Client should keep a backup copy of his/her data
7. You are free to use any CGI scripts you wish, as long as it does not negatively affect another site on the internet, nor can it be used for anything illegal. Web Indus Networks reserves the right to disable any CGI script or script access on an account.
8. Log files may be deleted on a periodic basis. Users are responsible for downloading their log files if user needs the log files. It is recommended that clients who wish to maintain a history of their log files download them monthly.
9. It is a violation for anyone to post information or to include programs, scripts, images on the web space provided through the Web Indus Networks services which consume excessive bandwidth, CPU time or storage space. For most web sites (probably over 90%) this isn't even an issue. If your site(s) violate this agreement, Web Indus Networks reserves the right to de-activate or terminate your site(s) service immediately. We understand sites grow, and may need more disk space. That isn't the concern here. Extremely excessive disk space usage is not permitted.
10. Client has to pay full payment in advance if he/she wants web hosting or domain services and no refund is going to be paid.
11. Web Indus Networks reserves the right to refuse service to anyone at any time. Web Indus Networks 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.
12. In the event that Web Indus Networks may at any time believe that the service is being utilized for unlawful purposes by the Customer or in contravention with the terms and provisions herewith, Web Indus Networks may immediately discontinue such service to the Customer without liability.

13. 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, Web Indus Networks 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.

14. Web Indus Networks 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).

The undersigned agrees to the terms of this agreement on behalf of his or her Organization or business.

Sincerely,

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Client Signature