

DOMAIN / HOSTING AGREEMENT

Domain Name(s)	:
Fresh Registration/Renewal	:
Registration / Renewal of domain for (in years)	:
Hosting Space for years (eg. 500MB for 1 year)	:
Domain Expiry Date	:
Hosting Expiry Date	:
Full Name of Domain owner	:
Company Name	:
Full Postal Address	:
Telephone Number/Mobile Number	:
Alternate Valid Email address*	:

\* This email address will be used for all future important communication regarding the domain/hosting.

This Hosting Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2010 at Bangalore.

Between:

AWARE CONSULTANTS, No.577, 2<sup>nd</sup> Main, 2<sup>nd</sup> Phase, 6<sup>th</sup> Block, BSK III Stage, Bangalore 85, represented by its Proprietor Sri. R.N. Ravi. Hereinafter referred to as First Party

And:

M/s/Sri/ Smt/ \_\_\_\_\_ represented by \_\_\_\_\_ Hereinafter referred to as Second Party

THIS DOMAIN / HOSTING AGREEMENT WITNESSES AS FOLLOWS:

The First Party herein agrees to furnish services to Second Party, subject to the following terms and conditions:

Use of the First party's services constitutes the acceptance of its terms of service by the Second party.

The Second party agrees to use all the services and facilities provided by the First party at his/her own risk. The First party specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event the First party shall be liable for any loss/loss of data or other commercial damage, besides any limited, special, incidental, consequential or other damages.

If the Second party bypasses the allocated free data transfer in any given month, then he/she/they will have two choices:

1. Upgrade the Data Transfer allocation.
2. Continue without upgrade wherein they will be charged additional in multiples of 1GB data transfer per month

As and when the allocated data transfer limit is approaching or surpassed the First party shall intimate the Second party regarding the same and the Second party will have the choice for immediate data transfer upgrade in respect of any one of the aforesaid options, subject to payment within 3 working days failing which the first party will have the right to suspend services to the system.

The First party is committed to a zero-tolerance, anti-Spamming policy. Hence, under this policy, the first party prohibits Spam or any unsolicited commercial email being sent through their services. The First party will react quickly and seriously to violations and reserve the right to terminate the services, without prior notice to the Second party.

All services provided by the First party may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any law is prohibited, including copyright, trademark, intellectual property, threatening, obscene, protected by trade secret and other statute without proper authorization. Use of First party's services for Pornography and sex-related merchandising is prohibited. This includes sites that may infer sexual content, or links to adult content elsewhere. The First party will be the sole arbiter in determining violations of this provision. Also prohibited are sites that promote any illegal activity or present content that may be damaging to any server on the Internet. Links to such materials like Pirated software, Hacker programs or archives, Warez sites, Adult sites, MP3 Sites, are also prohibited

The First party does not host sites of its competitors or web pages promoting sites of its competitors. Any illegal activity, including adult content, links to adult content web sites, spamming or hacking will result in Second party site being shut down and all its files deleted

without warning. The same is also applicable for all resellers and any other sub accounts hosted under these reseller accounts. The First party will be the sole arbiter as to what constitutes a violation of this provision.

Reasonable limits may be imposed on very high usage of email traffic (like hourly limit of 1000 emails per domain) / FTP connections /etc. to ensure quality of service to all its customers on shared hosting servers. These limits protect customers' domains so that any one domain should not choke the server, thus preventing other domains from operating. Refer the FAQ at <http://www.awarehosting.co.in/faq-limits.php> for current limits. Limitations maybe modified at any time without prior notice and information of such limits will be made available on the FAQ page. These are not hard limits - they maybe increased upon request on per domain basis at the sole discretion of the First party.

The Second party is responsible for maintaining the confidentiality of the password and account, and they are fully liable and responsible for all the activities that occur under their password or account.

The Second party agrees to immediately notify the First party of any unauthorized use of their password or account or any other breach of security and to ensure that they exit from their account at the end of each session. The first party cannot and will not be liable for any loss or damage arising from the failure of the second party to comply with this.

When the Second party places an order, the First party collects personal identification information, such as the name, email address, postal address and phone number of the Second party. The First party collects & uses the personal information of the Second party to manage their orders and supply with the desired services. The First party can also use the personal identification information of the second party to inform them of product and service updates.

The First party does not sell, rent or yield its customer's list to third parties. The First party can, however, share information with certain partners who supply them with advanced services. The First party does not use nor divulge any personal information without the explicit consent of its customers. The First party will only divulge the personal information without forewarning, if obliged by the law.

The Second party acknowledges that First party and its partners/vendors will have access to certain confidential information (such as databases and files hosted on the server). The First party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, any of the Confidential Information.

Each account comes with its own cgi-bin. The second party is free to use any CGI scripts they wish, however the First party reserve a right to disable any CGI script that affects normal server operation or service to its other customers. The second party will be notified in 24 hours about offending cgi script. No chat room or similar scripts allowed.

The First party does not allow chat rooms. But, however the second party can use the chat room software that comes pre-installed in their control panel (Linux Servers Only).

Full backups are made weekly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only. It is the clients' responsibility to maintain local copies of their web content and any information. The Backup Manager is included in each hosting plan (Linux Servers only) and the Second Party may use this tool to backup their files.

Establishment of services is dependent upon receipt by the First Party of payment of stated charges. Subsequent payments are due on the anniversary date of the year for that year's service. No refunds will be available. The above applies to all accounts and services provided by the First Party. Service will be interrupted on accounts that are past due. Accounts that are not collectable by the First Party may be turned over to an outside collection agency for collection. All overcharges or billing disputes must be reported within 15 days of the time the dispute occurred. If the Second Party desire to cancel his/her/their account, the Second Party must follow the proper procedure to do this as outlined in this agreement.

#### Account Cancellation

Requests for cancelling accounts must be made in writing with at least 15 days notice before the expiry date and sent to: [renewal@aware.co.in](mailto:renewal@aware.co.in).

The Second party acknowledges that upon expiry, all related services will get terminated without further notice by the First party. The Second party accepts the terms and conditions as aforesaid. In the event of any non-payment or violation of terms & conditions, First party herein reserves the right to disconnect the services without prior intimation and without assigning any reasons for the same.

Courts located in Bangalore shall have sole and exclusive jurisdiction on any dispute that may arise out of the use of the services.

In witness whereof both the parties here unto have set their hands to this agreement on the day month and year first above mentioned in the presence of the witnesses.

#### Witnesses:

1. FIRST PARTY

2. SECOND PARTY