



Legal Document

**Terms of Service, Privacy Policy, Confidentiality,
Service Level Agreement, Acceptable Usage Policy & Other
Contractually Binding Legal framework applicable to our Clients**

Net Access Communication Systems (Private) Limited

Legal Document

Version 2.6

April 11, 2010.

This document and its terms and conditions are unilaterally binding to all of Email, Hosting / Managed IP Services Clients of Net Access Communication Systems (Private) Limited.

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ZERO-SPAM TOLERANCE POLICY (GLOBAL)

Net Access Communication Systems (Private) Limited has employed a ZERO spam tolerance policy on its network. Any client that is found to be spamming from our network, in any manner whatsoever, whereby spamming is defined as sending out of Unsolicited Email - the client's services can be suspended/terminated from our network without any notice without refund. The spamming cause can be deliberate, or that as a result of a compromised server.

Commercial Advertisements with E-mail

Net Access takes a zero tolerance approach to the sending of Unsolicited Commercial E-mail (UCE) or SPAM over our network. Very simply, this means that customers of Net Access may not use or permit others to use our network to transact in UCE. Customers of Net Access may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service without refund and **without any offering of proof.**

Sending a message, especially an advertisement, to more than five recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. This includes commercial advertisements and informational messages sent to recipients via electronic mail (email) as well as off-topic messages posted in Usenet discussion groups where the recipient has not requested or invited the message. Mailing lists must be true opt-in mailing lists. Before sending any email to a listed user, a confirmation email, with a tracking number, must be sent to the new subscriber, to which they must respond with a confirmation that they wish to be added to the list. You must keep these confirmations on file, so that in the case that a spam complaint is made against you, you have proof that the user did indeed opt-in. In addition, you must provide at least one easy way to opt out; see the MAPS guidelines for more information.

Opt-out requests must be honored immediately.

E-mail is a person-to-person medium, not a broadcast medium.

Customers of Net Access are strictly prohibited from using or permitting others to use UCE or SPAM over our network. As our Customers are ultimately responsible for the actions of their clients over the Net Access network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

Violation of Net Access SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Net Access will initiate an immediate investigation (within 48 hours of notification). During the investigation, Net Access may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Net Access may, at its sole discretion, restrict, suspend or terminate customer's

account. Further, Net Access reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Net Access will notify law enforcement officials if the violation is believed to be a criminal offense.

MAIL USAGE POLICY

Email systems deployed by Net Access discourage the use of catch-call email addresses. By implementing a catch all email address, you (the customer / end-user) are inviting dictionary attacks on the system. Users are **strongly encouraged not to use catch-all email addresses - in the event the domain &/or the email system is abused or overloaded, Net Access Communication Systems (Private) Limited reserves the right to deny the client to host any catch-all email addresses and can revoke such privileges on the mail server with little or no advance notice.**

Please note, with the exception of dedicated email servers for a specific client, all the email services offered by Net Access Communication Systems (Private) Limited with respect to spam control, spam value threshold, false-positive rates, filters (default), filters (custom), deletion, rejection, routing, bounce-back, non-acceptance due to non-compliance of our settings, accept lists, deny lists, rDNS, etc. are and will remain one and the same for all customers. No customer can be provided any access to by-pass such systems / checks / specifications / optimizations. The customer agrees to use the system on an as-is-where-is basis.

MAIL UPGRADE POLICY

As email is important to all of us, it is imperative that we maintain the correct traffic handling on each of our email servers. Should your account be heavily inundated with spam and/or directory harvest attacks, we will have the unilateral right to suspend your service and refund on a pro rated basis any advances you may have paid.

We will provide the proof that we have. You, as a Customer/Client would either be requested to upgrade your mail service with us, or move your mail server immediately elsewhere should you not agree to an upgrade.

In any condition, incoming email (including spam, directory harvesting, RBL, etc. to your list cannot exceed 2,000 messages per day). Should your domain exceed this number we will serve you with a written notice to take action within 48-hours.

MAIL USAGE

Email services offered by Net Access Communication Systems (Private) Limited are offered on an as-is basis. We do NOT provide logs for proof of receipt nor proof of delivery or any other logs.

Email delivery/receiving, etc. is not guaranteed by virtue of the RFC 821/822 standard.

Net Access Communication Systems (Private) Limited does not take any legal responsibility in the delay or loss of email (sending / receiving).

DATA CENTER AUP / SLA / TOS

All clients of Net Access Communication Systems (Private) Limited are automatically governed by the Service Level Agreement, Acceptable Usage Policy, Privacy Policy and Terms of Service of the data center they reside in, however, with the lowest terms of service (if there is a discrepancy between Net Access Communication Systems (Private) Limited and the Data Center) would apply.

Net Access Communication Systems (Private) Limited is not obligated to serve any notice to any client should a Data Center(s) &/or other partners we work with revise, change, edit, modify, delete, or add to their policy that might/might-not affect you.

EMAIL COMPONENT INSTALLATIONS

With the exception of dedicated servers for clients, all hosting services are provided with components that Net Access Communication Systems (Private) Limited deems best fit for the server, the clients, our infrastructure, our relative level of security and server loads, etc. Customized component installation requests from customers would be taken on a case-by-case basis and in no way guarantees the Client/Customer that Net Access Communication Systems (Private) Limited will install the requested component. Net Access Communication Systems (Private) Limited is in no manner bound to do so. The customer agrees to use the system on an as-is-where-is basis.

Requests for installation of additional components for shared hosting platforms (both on Premium & Non-Premium) Servers would not be entertained as the service offering on these servers are default and the components installed are the only ones that would be available.

As a client you are highly encouraged to develop your applications based on the components installed on the servers.

DATA INTEGRITY

Net Access Communication Systems (Private) Limited in no way implied or otherwise takes any legal, financial, technical, management, logistical, service, contractual or any other form of responsibility for the integrity of the data residing on our server(s) and/or traversing through our network(s) &/or server(s).

Data may get corrupted &/or deleted accidentally, deliberately, maliciously, or with good intent for server/network up keeping/administration. In either case, Net Access Communication Systems (Private) Limited will not and cannot be held responsible.

Unless explicitly written in your hosting contract and on your bill. Net Access Communication Systems (Private) Limited is not liable for keeping a master copy of your data. Should the data on our servers/machines be lost, damaged, destroyed, deleted, modified with good/bad intentions or any other case pertaining to your data, Net Access Communication Systems (Private) Limited is **no way assumes responsibility for the same.**

DATA BACKUPS

Net Access Communication Systems (Private) Limited does NOT provide data-backup services to general, non-premium clients. Data back-up is the SOLE responsibility of the client on a periodic basis.

Net Access Communication Systems (Private) Limited will not be responsible legally or financially for any data lost (methods include: intentional, unintentional, accidental, hardware failure, software failure, billing, cancellation, notice, lawful erase, unlawful erase, hacking, penetration testing, natural disaster, unnatural disaster, data corruption, or any or all methods lists here that would result in the client's end data being non-accessible / non-available).

Until and unless Net Access Communication Systems (Private) Limited has signed an EXCLUSIVE contract for Data Back-ups, the above mentioned clause / disclaimer for Data Backups would hold true for all clients.

APPLICATION LEVEL SECURITY

Net Access Communication Systems (Private) Limited in no manner whatsoever endorses Layer 4 through Layer 7 security for any/all the services being provided on our network. Clients / Customers are themselves responsible for all

Application Security of their hosted data/information. Net Access Communication Systems (Private) Limited is not responsible for the same.

ACCEPTABLE USAGE POLICY (GLOBAL)

As a Client of Net Access Communication Systems (Private) Limited (hereinafter referred to as the "Contractor" or "Company"), you will adhere to and implement / follow / understand / undertake the following "Acceptable Usage Policy" as prescribed by Company's Service Provider:

This Acceptable Use Policy specifies the actions prohibited by Net Access' Network and those of its principals/partners , to users of the Net Access' Network and those of its principals/partners Networks. By using the Network(s), you acknowledge that you and users that have gained access to the network through your account, have read, understood, and agree to abide by the Policies. You are responsible for violations of these Policies by any User. While it is not our intent to control or monitor your on-line communications, we may block services that we deem to be in violation of the Policies or that we otherwise deem harmful or offensive. Net Access and its principals/partners reserves the right to modify the Policy at any time, effective upon posting of the modified Policy which can be found on the following URL: <http://www.nacspl.com>

Illegal Activities

The Net Access' Network and those of its principals/partners Network may only be used for lawful purposes. Use of the Service for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful.

Network and System Security Violations of system or network security are prohibited, and may result in criminal and civil liability. Net Access' and its principals/partners will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
2. Unauthorized probing and/or scanning of any system without prior consent of the owner or system administrator. This includes, but is not limited to, "dictionary attacks" and/or attempts to harvest or verify email addresses.
3. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

4. Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
5. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
6. Attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information.
7. Engage in any activities that may interfere with the ability of others to access or use the Service or the Internet.

Email/Usenet

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site. All postings to Usenet must comply with that group's usage policies. Cross-posting and/or off topic messages, including commercial messages, is explicitly prohibited.

Nothing contained in this policy shall be construed to limit Net Access' and its principals/partners actions or remedies in any way with respect to any of the foregoing activities, and Net Access' and its principals/partners reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Net Access' and its principals/partners service, and levying cancellation charges to cover Net Access' and its principals/partners costs in the event of disconnection of dedicated access for the causes outlined above.

If you become aware of any violation of these Policies by any person, including Users that have accessed the Service through your account, please notify us at abuse@nacspl.com. We will notify you, our Customer, of complaints received by us regarding each incident of alleged violation these Policies by your Users of the Service. You agree to promptly investigate all such complaints and take all necessary actions to remedy any actual violations of these Policies. We may identify to the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications. Additionally, any data sent to Net Access' and its principals/partners, by either the complainant or our client or any other party sending data to us, including but not limited to header information, logfile information, alleged UCE, and any personal subscriber or alleged subscriber information, becomes the intellectual property of Net Access' and its principals/partners, for its use however Net Access' and its principals/partners determines necessary, including but not limited to, providing that information to either the complainant, our client, or other party that Net Access' and its principals/partners deems as qualified in assisting in the resolution in such disputes. We also reserve the right to install and use, or to have you install and use,

any appropriate devices to prevent violations of these Policies, including devices designed to filter or terminate access to the Services provided by us.

HARDWARE REPLACEMENT GUARANTEE

Net Access Communication Systems (Private) Limited guarantees the functioning of all dedicated server type leased hardware components and will replace any failed component at no cost to the customer. This is not applicable for Co-located customers.

Net Access Communication Systems (Private) Limited provides a 48-hour hardware replacement guarantee for all premium clients - however this is based on server / hardware / equipment availability.

Non-premium clients could be provided with a shared backup server in case of main server failure (within 2 hours as soon as an outage is reported by the client) however, this is dependent upon space, OS and software application and server availability. This is a pro bono service on purely the basis of availability of server resources, time and human resources. We are not contractually obligated to provide a shared backup server.

In the event of a server hardware failure, client data - as per last backup is immediately shifted onto the backup server. The faulty hardware is then replaced and restoration of services on the new hardware is done in as little time as possible.

For non-premium clients, 72-hours is allotted time-frame for hardware replacement. However, keeping that 48-hours is a considerable time-frame to have an Internet outage, all our non-premium customers are provided the facility of a shared-backup server so that they may immediately switch over their data and application for minimum downtime - however this shared-backup server is only for purposes of having minimum presence on the Internet for purposes of placement of Emergency Services being carried out message.

Hardware repair/replacement will begin immediately upon identification of the hardware failure. Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card, and other related hardware included under the server lease. **The time required to repair/replace hardware does not include software reinstallation and/or data recovery from backup tapes/disks (time frame depends on size of disk).**

DOMAIN RENEWAL AND REGISTRATION INFORMATION

Domain Registration

Domains registered by Net Access Communication Systems (Private) Limited on behalf of our clients or whose control has been provided to Net Access Communication Systems (Private) Limited would always belong to the Registrant (provided they have paid for it in full) - this is ONLY applicable if the domain fees, etc is being paid for explicitly by the Client to Net Access Communication Systems (Private) Limited .

At no point in time would Net Access Communication Systems (Private) Limited retain or try to retain ownership of such domains.

However, it is the responsibility of the Registrant alone to ensure that all the registration information against the particular domain(s) is correct and updated. Net Access Communication Systems (Private) Limited will not take any responsibility for any incorrect information.

Domain Renewal

It is the duty of the Registrant **only** to ensure that Net Access Communication Systems (Private) Limited is informed of a domain that has to be renewed. For all sort of hosting &/or email &/or other services we provide, we explicitly do **not** take the responsibility of domain renewal, unless and until informed by the Registrant in writing and paid for. Any loss of information / domain name / property status / merchantability / etc. due to non-domain renewal or the domain being taken up and registered by someone else, is the sole responsibility of the Registrant only and not Net Access Communication Systems (Private) Limited.

The registrant will indemnify Net Access Communication Systems (Private) Limited against any legal / financial / other responsibility due to **any** domain registration and/or renewal issue that may arise.

Net Access Communication Systems (Private) Limited is not obligated to transfer domains and/or assist in the transferring and/or relinquishing control of the domain under our management until and unless, all previous account balances (if any) with accounting are cleared.

Domain Registration &/or Renewal – Client Responsibility

It is the explicit responsibility of the Client and not Net Access Communication Systems (Private) Limited to ensure that we have renewed the domain within five (5) business days since obtaining the receipt from Client.

Should the domain(s) become unavailable or are taken-up/registered by someone else other than Net Access Communication Systems (Private) Limited &/or the Client during the five business day period, the Client agrees to indemnify Net Access Communication Systems (Private) Limited against all legal and commercial liabilities, lawsuits and any form of legal action.

In all circumstances Net Access Communication Systems (Private) Limited cannot be held legally or commercially liable for the loss of a domain name(s).

Domain Loss Compensation

The maximum compensation that any Client/Registrant can claim regarding any domain related issue is capped at Ten (USD 10.00) Dollars only.

Domain Transfers

Domains will NOT BE TRANSFERRED nor reassigned to a different registrar, or same registrar but under a different account, or any other type of transfer for non-premium clients. The domain will remain with Net Access during the entirety of the period it is purchased for with us.

If services have been refunded, domain will not be transferred

Free Domains

Domains that are provided complimentary and/or free as part of a hosting package, belong to Net Access Communication Systems (Private) Limited and would not be transferred to the client regardless of the fact if they are doing business with Net Access Communication Systems (Private) Limited or not.

During the period that the domain name is being provided by Net Access Communication Systems (Private) Limited to the Client to be used for hosting &/or email purposes, all legal liability, lawsuits, responsibility, consequences of using the domain would be the Client and not Net Access Communication Systems (Private) Limited.

Should the client want to purchase this domain from Net Access Communication Systems (Private) Limited and should Net Access Communication Systems (Private) Limited decide to sell it - the cost of this domain (above and beyond the registration fees) would be fixed at Rs. 5,000 per domain.

SERVICE LEVEL AGREEMENT FOR PREMIUM HOSTING

Please note this is the Standard SLA applicable to you, the Client, unless and until you have explicitly been given another governing SLA and have signed that with us (the Company / Contractor), in which case, the signed SLA would over-rule this SLA.

1. Coverage and Definitions:

- a. This Service Level Agreement (SLA) applies to you ("client") if you have ordered any of the web hosting services from Net Access Communication Systems (Private) Limited (the "Services") and your account is current (i.e., not past due) with Net Access Communication Systems (Private) Limited. As used herein, the term "Service Unavailability" means the total number of hours of a particular month (based on 24-hour days for the number of days in the subject month) that the content of client's web site is unavailable for access by third parties via HTTP, FTP, and malfunction of emails.

2. Service Level:

- a. This agreement sets out the minimum level of service that clients of Net Access Communication Systems (Private) Limited can expect and levels of reimbursement for failure to meet such levels. Net Access Communication Systems (Private) Limited aims to easily surpass these minimum objectives.
- b. Reboots - Reboots to a halted system are performed on a first-come first-served basis, with the maximum time frame between a cold-reboot to be Thirty (30) minutes unless and until Net Access Communication Systems (Private) Limited and the Client have a separate agreement on the minimum time for reboots.
- c. Emergency Reboots to a halted system are performed within five (5) minutes provided Net Access Communication Systems (Private) Limited has been notified via telephone call that server needs to be rebooted immediately. Notification by telephone (either via regular land line and/or mobile number) must be made to the designated officers.
- d. Response of Open-Tickets for Support - Tickets (non-emergency) are usually responded to with an ETA on problem resolution and acknowledgment within thirty (30) minutes of opening them.
- e. Response of Open-Tickets for Support - Tickets (emergency) are usually responded to within ten (10) minutes provided Net Access Communication Systems (Private) Limited has been notified via telephone call that an emergency support ticket has been opened. Notification by telephone (either via regular land line and/or mobile number) must be made to the designated officers.

- f. Hardware Failure - Net Access Communication Systems (Private) Limited will replace and/or rectify the faulty hardware within 2 (two) hours for Premium Clients and 6 (six) hours for Non-Premium Clients of reporting, unless and until you as a Client have a separate Hardware Failure Service Level Agreement filed (HFSLA) with Net Access Communication Systems (Private) Limited. If you do not have a Hardware Failure Service Level Agreement, then the time frame to rectify/replace the faulty hardware only is 24-hours.
- g. Subject to Sections 3 and 4 below, Net Access Communication Systems (Private) Limited will reimburse in the form of credits to clients in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected services:
 - i. Service Unavailability (for the month) & Credits (which ever is less):
 - 1. Less than 45 minutes - None
 - 2. Between 46 Minutes and 4 Hours - 10% of the monthly fee or 3 days of free web hosting
 - 3. More than 4 and up to 24 hours - 25% of monthly fee or 8 days of free web hosting
 - 4. More than 24 hours - 50% of monthly fee or 15 days of free web hosting

3. Exceptions:

- a. Net Access Communication Systems (Private) Limited shall not be liable to reimburse in any form for failure to meet any of the guaranteed service level where such failure arises from any one or more of the following:
 - i. If because of Internet connectivity down problems within the country (Pakistan) by means of which we cannot access our servers remotely, any connectivity cutoff on a regional and/or national scale (either in Pakistan) and/or near our server clusters by which connections of reasonable working speed cannot be established with our remote server clusters;
 - ii. Faults caused by the client's equipment, applications, interconnected equipment, networks, systems or gateways and / or the acts or omissions of the Customer, third party components whether within or outside Net Access Communication Systems (Private) Limited Network or the acts or omissions of local exchange carriers or failure of third party services;
 - iii. Disconnection and / or reconnection of the services due to non-payment of any charges payable to Net Access Communication Systems (Private) Limited or where the services are disconnected by reason of it being used for any illegal, unlawful or other objectionable purpose described in Terms of Use or Acceptable Usage Policy;

- iv. Scheduled or routine maintenance or reconfiguration of the Network or Net Access Communication Systems (Private) Limited's equipment, including without limitations the following:
 - 1. Maintenance by local public telecommunications and telegraph service provider on access circuits between Net Access Communication Systems (Private) Limited and the clients' web sites;
 - 2. Maintenance (hardware or software) made on a local Net Access Communication Systems (Private) Limited's node or on Net Access Communication Systems (Private) Limited's equipment on the clients' premises / web site;
 - 3. Maintenance (software) made globally on Net Access Communication Systems (Private) Limited's network.
- v. Faults arising from reasons beyond Net Access Communication Systems (Private) Limited's reasonable control and force major events including but not limited to catastrophic incidents, riots, vandalism, lightning, power failure, fire, flood, earthquake, emergency, curfew, industrial disputes, acts or omission of any person for whom Net Access Communication Systems (Private) Limited is not responsible or any causes whether similar or otherwise outside Net Access Communication Systems (Private) Limited's control;
- vi. Scheduled maintenance and emergency maintenance and upgrades;
- vii. Faulty and/or mismanaged administration by the System Administrator to whom the server has been leased out to;
- viii. Erroneous faults, services halt, system crash due to the control panel and its ancillary services that Client has installed and is running on the Server;
- ix. DNS (Domain Name Server) issues outside the direct control of Net Access Communication Systems (Private) Limited;
- x. DNS Propagation and/or issues with DNS Services as provided by the Registrar;
- xi. Faulty coding/software as provided by the Client and/or coding/software that performs endless loops and/or inundates the server resources;
- xii. Outages elsewhere on the Internet that hinder access to your account or services. Net Access Communication Systems (Private) Limited is not responsible for browser or DNS caching that may make your web site appear inaccessible when others can still access it. Net Access Communication Systems (Private) Limited will guarantee only those areas considered under the

control of Net Access Communication Systems (Private) Limited;

- xiii. Client's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding, e.g. CGI, PERL, HTML, PHP, etc., any negligence, willful misconduct, or use of the Service in breach of Net Access Communication Systems (Private) Limited's Terms of Use and Acceptable Usage Policy.

4. Electronic Mail Backup Policy

- a. It is the client's responsibility to download email from our email servers on a continual basis. Net Access Communication Systems (Private) Limited cannot and does not guarantee the availability of email on our web servers and/or email servers in the unlikely event of a server crash and/or data crash.
- b. Net Access Communication Systems (Private) Limited does take the responsibility of restoring email accounts in the event a server crash and/or a data crash occurs.
- c. As a client you indemnify Net Access Communication Systems (Private) Limited against all legal and/or otherwise claims on the loss of email residing on our servers or traversing through our network in any direction (incoming and outgoing)
- d. At present, Net Access Communication Systems (Private) Limited does not archive all incoming emails with the exception of those customers with whom such an agreement (separately) has been signed.

5. Reimbursement and Credit Request Procedures:

- a. To receive a reimbursement in the form of credit, clients must make a request by sending a request in writing to Net Access Communication Systems (Private) Limited. Each request in connection with this SLA must include client's account number (per Net Access Communication Systems (Private) Limited's order confirmation) and the dates and times and description of the unavailability of the service and must be received by Net Access Communication Systems (Private) Limited within thirty (30) days. If the unavailability is confirmed by Net Access Communication Systems (Private) Limited, credits will be applied within sixty (60) days after Net Access Communication Systems (Private) Limited's receipt of client's credit request. In the event that Net Access Communication Systems (Private) Limited disputes the client's claim, the client shall not be entitled to the reimbursement specified, until and unless the dispute has been resolved.
- b. Notwithstanding anything to the contrary herein, the total amount credited to client in a particular month under this SLA shall not exceed the total hosting fee paid by client for such month for the affected service. Credits are client's sole and exclusive remedy with respect to any failure or deficiency in the service.

- c. Service Charges: Any emergency work carried out by Net Access Communication Systems (Private) Limited during business hours (Mondays-Friday - 9:00 AM thru 6:00 PM - Pakistan Standard Time) on behalf of the client on the server is billed at Rupees Fifteen Hundred per hour (Rs. 1,500/Hour) - subject to revision or maybe supersede by the cost as defined in your contract. Work carried out - outside the abovementioned time will be billed at Rupees Three Thousand per hour (Rs. 3,000/Hour) - subject to revision or maybe supersede by the cost as defined in your contract.

6. General Terms:

- a. The parties agree that only measurements carried out by Net Access Communication Systems (Private) Limited's shall be used for the calculation of unavailable time and Net Access Communication Systems (Private) Limited's records shall be conclusive evidence thereof. The client's sole remedy in relation to a breach of this SLA shall be limited to the service credits provided accordingly in this SLA..
- b. The stated SLA shall not apply during any trial or free period of the services, and this SLA does not come into effect until after the end of the first month of the applicable services has been provided.

PRIVACY POLICY (GLOBAL)

At Net Access Communication Systems (Private) Limited we will make every effort to follow best-practices / industry-standard to prevent the misuse, loss, alteration, commercial selling, etc. of your information that we have under our control.

If you have provided any financial information to us, we may encrypt the same to prevent any unwarranted interception.

All information provided by you, as a Client is internal to Net Access' and its employees.

Any information that you provide to us, particularly your contact information about your company and its employee(s) we use it internally. We do not share this information in any manner with parties outside of Net Access other than the following:

1. Use it to communicate the name and nature of our clients in our marketing material and/or advertising material
2. To provide your contact name, etc. to a particular company and/or individual as a reference only
3. To provide the same information to Tax Authorities for purposes of Tax Exemption for Net Access Communication Systems (Private) Limited
4. To provide the same information to Law Enforcement Agencies within Pakistan and/or in the United States or elsewhere (if need be).as and when required - in the event this is done it is our fiduciary duty to inform you of the same.
5. To provide the same information to Government of Pakistan entities (if the need arises) required - in the event this is done it is our fiduciary duty to inform you of the same.
6. To provide the same information to any third party which may have a contractual arrangement with Net Access Communication Systems (Private) Limited relating to the extent of the professional services provided, an example may be sharing this information with a security consultant, network carrier, etc.

We do promise you that your information would not be used for any commercial purposes by any other third party to whom we may have supplied this information to.

We do NOT resell, rent, lease, publish, barter/share our contact information lists of our clients with anyone.

We may use this contact information from time to time, to solicit &/or share information with you only about our products and/or services and/or news relating to Net Access Communication Systems (Private) Limited only.

TERMS OF SERVICE (PREMIUM) & (NON-PREMIUM DEDICATED SERVERS ONLY)

Router Upgrades and Network Outages

The Customer/Client understands that from time to time, major NAP (Network Access Providers/Points), IAP (Internet Access Providers/Points), Backbone Operators, Commercial Internet Exchanges, Master DNS Servers, Master InterNIC Servers and all network operators connecting on the same level of hierarchy and/or lower can experience network outages, and/or look-up failure due to Router Tables being upgraded, or priority traffic routing. Denial of Service Attacks / Distributed Denial of Service Attacks, Intrusions and Compromised Routers/Servers "outside" our network may limit or halt internet traffic to our data center. This is something beyond the control of any single organization. All efforts are made by Company and/or its network affiliates to ensure such outages are at a bare minimum. Data loss or excessively long packet latency can be experienced.

Layer 2-3 Network Security & Application Level Security

Net Access Communication Systems (Private) Limited does a best effort job at securing the network on Layer 2/3. Net Access Communication Systems (Private) Limited is not advocating in any manner whatsoever security for Layer 4 thru Layer 7. Clients are responsible for security on the level of their application & code themselves.

Shared Server Hosting Accounts using "shared network security appliances" are provided security from DoS/DDoS (Denial of Service / Distributed Denial of Service) Attacks limited to 10Mbps or 3,000 setups per second or 3,000 packets per second (which ever of these events comes first). Anything more than this rate, Net Access Communication Systems (Private) Limited reserves the right to suspend the account with little or no advance notice until the attack subsides and/or the account is moved to a more secure setup with dedicated network security appliances or the account is altogether removed from our network. Network protection for Shared Hosting Accounts is limited to single-port only, i.e. Port 80.

Dedicated Server Hosting Accounts using "shared network security appliances" are provided security from DoS/DDoS (Denial of Service / Distributed Denial of Service) Attacks limited to 100Mbps or 10,000 setups per second or 10,000 packets per second (which ever of these events comes first).

Anything more than this rate, Net Access Communication Systems (Private) Limited reserves the right to suspend the account with little or no advance notice until the attack subsides and/or the account is moved to a more secure setup with dedicated network security appliances or the account is altogether removed from our network. Network protection for Dedicated Server Hosting Accounts is limited to two ports, i.e. Port 80 and Port 443.

False Positives

In many instances Client's data may be flagged within our server cluster perimeter and/or internally as a security breach or policy breach. In such instances until and unless we are notified in writing and the matter is investigated, and rectified, the Client cannot invoke termination clause for failure to deliver services.

Client / Customer / User hereby undertakes to

Pay all dues to Contractor within the stipulated period (as provided in the Payment Terms Clause herein). Failure to do so will result in the suspension of service (access denied) until all previous balances etc. due to Company are cleared in full. In case previous payments, outstanding bills etc. are not paid within the stipulated period, Company will initiate all efforts to recover it.

Indemnification

Agrees to indemnify the Company for any liability and loss incurred as a result of activities (use and misuse) that occur within resources allocated to the Client by the Company.

Contractor-Client Communication

The communication between the Contractor and Client should at all times be done in writing. Verbal instructions and/or communication will not be considered. For purposes of security, we will communicate **only** with the contact names we have on file. Password and other confidential information is never sent via email and/or given our verbally. It is only either faxed to the number we have on file, or dispatched via courier service. There are **no** exceptions to this rule. In the event a contact person(s) changes from the Client end, it is the Client's responsibility to inform the same in writing to the Company immediately.

Business Ethics

All financial settlements, reports and billing rendered by the Contractor (Company) shall be in reasonable detail, accuracy, and fairly reflect the facts about all activities and transactions handled for the account of the Customer.

Secrecy

The Contractor (Company) shall hold confidence and not, at any time either during or after the termination of the contract, disclose, divulge to others or use, except as require for proper performance of his obligations hereunder, business or technical information disclosed by the Customer to the Contractor (Company) or that may be required by the Contractor (Company) during performance of this Contract.

Lawful Intercept

The Contractor (Company) shall work in full conjunction with the LEAs (Law Enforcement Agencies) both within Pakistan and abroad. During our collaboration with the LEAs if we have been explicitly asked for

verbally or in writing, we will provide the necessary information to the LEA in writing only. We will not disclose this to the Customer / Client / End-user if so asked for by the LEAs.

We will comply with proper paperwork to provide Lawful Intercept traffic to the LEAs.

Force Majeure

Both the Contractor and the Client shall not have liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond their control of Contractor, including and without limitation to the acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lighting, equipment power failure, telecommunication line failure, riot, strikes lock-outs, industrial disputes (whether or not involving both parties' employees) or epidemics of infectious diseases.

Notwithstanding the above, in the event of Force Majeure, the Client is not able to pay the Contractor its dues (Current or outstanding); such payments will be held in arrears to be paid within reasonable duration after the Force Majeure event subsides.

Payment Specifics / Specifications

Payments are to be made by the Client in advance as per the specifics outlined in your invoice. Payment is due immediately upon receiving the invoice and certainly NO later than the due date.

Customer will pay Company all dues as invoiced reflected by the Client's purchase order (inclusive of payment schedules) upon delivery of information and after the work has been executed for which Company was contracted for have been made.

Company retains the rights to claim payments if Client / Customer does not clear all outstanding dues within Fifteen (15) days of the passing of the Due Date.

Company also reserves the right to cancel services without serving any advance notice if payments are not cleared by the Client within the Thirty (30) days from the Due Date (or as agreed by the signed contract with the Client) whichever is less.

Company (i.e. Net Access Communication Systems (Private) Limited) reserves the right to terminate service without providing any advance notice, etc.

It is the Client responsibility to keep track of all payment due dates.

Company reserves the right to charge for reinstallation and/or reactivation of services to Client in the event such services were cut-off / discontinued due to non-payment.

DISPUTE RESOLUTION: ARBITRATION

Any differences or disputes arising out of this Agreement shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The two arbitrator's will then mutually nominate a single arbitrator who will conduct the arbitration in accordance with the laws of Pakistan.

The arbitration shall be held in Karachi (Pakistan), under the provision of the Arbitration Act 1940 or any amendments / enactment's thereof.

CONFLICT OF INTEREST

Company shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest. This obligation shall apply to the activities of the employees, and agents of the company in their relations with the employees, and their families of theirs' vendors, subcontractors and third parties arising from this agreement and accomplishing services hereunder.

Company's effort shall include, but not limited to, establishing precautions to prevent its employees of agents from making, receiving providing, or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act contrary to the User's best interest.

TERMINATION

Either Party may terminate this agreement upon notice in writing if:

1. The other is in breach of any material obligation contained in this Agreement, which is not remedied within 30 days of written notice from the other Party so to do; or
2. A voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

UNILATERAL TERMINATION

Net Access Communication Systems (Private) Limited and/or the Client may terminate the agreement without giving any advance notice whatsoever. This unilateral termination can be exercised by either Net Access Communication Systems (Private) Limited or the Client - the exceptions to this Unilateral Terminations are:

- Clients of Net Access Communication Systems (Private) Limited who have signed a legal binding contract.
- Client of Net Access Communication Systems (Private) Limited who are billed monthly either monthly, quarterly or half-yearly for their services, but whose invoice(s) clearly cites 12-month contractual pricing / commitment.

In the event Unilateral Termination is exercised by any party, no further dues, pay-backs, pro-rated adjustments, etc. would be made.

LIMITATION OF LIABILITY

WHILE WE USE REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION WE MAKE NO REPRESENTATIONS AS TO THE ACCURACY, QUALITY, TIMELINESS, AVAILABILITY, OR COMPLETENESS OF THE INFORMATION, SERVER PERFORMANCE, NETWORK PERFORMANCE, UPTIME, SOFTWARE, HARDWARE, FIRMWARE, PRODUCTS, SERVICES, SUBSCRIPTIONS OR OTHER MATERIALS / ACCESS / SERVICES AVAILABLE AND YOU SHOULD NOT RELY UPON THEM AS BEING ABSOLUTELY ERROR-FREE OR COMPLETE.

WE PROVIDE THE SERVICE(S) ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU USE OUR SERVICES AT YOUR OWN RISK, AND NET ACCESS COMMUNICATION SYSTEMS (PRIVATE) LIMITED, OUR DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR ANY ERRORS OR OMISSIONS IN THE SERVICE'S DISRUPTION OR PERFORMING WITH ERRORS OR INCOMPLETE, OR FOR ANY FORM OF LOSS OR DAMAGE (INCLUDING ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, EVEN IF KNOWN TO US) THAT MAY RESULT FROM ITS USE INCLUDING WITHOUT LIMITATION LOSS OF DATA, USE, OR PROFITS.

WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THIS OUR WEBSITES, ITS SERVERS (INCLUDING SERVERS OPERATED BY THIRD PARTIES ON OUR BEHALF), OUR DATA CENTERS, OUR CLIENT'S SERVERS OR ANY OTHER SERVER THAT IS DIRECTLY OR PARTIALLY CONTROLLED FOR AND PAID FOR BY US, BY VIRTUE OF WHICH SERVICES ARE PROVIDED TO YOU AS A CLIENT, OR E-MAIL SENT VIA THE SERVICE ARE FREE OF VIRUSES, INTERRUPTIONS, OR OTHER HARMFUL COMPONENTS. NO OTHER WARRANTY WILL BE VALID.

IF ANY OF THE ABOVE PROVISIONS ARE VOID UNDER GOVERNING LAW, OUR LIABILITY SHALL BE LIMITED RUPEES ONE HUNDRED ONLY TO WHICH YOU (OUR CLIENT) ACCEPT AND WILL NOT CONTEST. IN NO EVENT SHALL OUR TOTAL COMBINED LIABILITY TO ANY USER OF THE SERVICES WE PROVIDE SHALL EXCEED THE AMOUNT OF US DOLLARS ONE HUNDRED ONLY (OR EQUIVALENT) BY OUR CLIENT FOR ACCESS TO THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM AGAINST US IN QUESTION.

DNS BLACKHOLE LIST (DNSBL) DISCLAIMER

Net Access employs the usage of DNS (Realtime) Black hole Lists (commonly referred to as "DNSBL") to counter spam.

To learn more about how DNSBLs operate, please visit the following links:

- DNSBL - Wikipedia, the free encyclopedia
<http://en.wikipedia.org/wiki/DNSBL>
- Spam Links - DNS Black hole Lists (DNSBLs)
<http://sysadmin.info/spamlinks/filter-dnsbl.htm>
- DNSBL.COM
<http://www.dnsbl.com/>

Every now and then one of our customers hosted may accidentally or with full knowledge send spam that may end up in the traps of one or more DNSBL sensors. When this happens, the IP address of the originating Mail Server is then blocked or "listed". Why is this important to you? As you may already know most of our clients use a common (or shared) mail-server. That is the email SMTP Server that you use to send email - is shared amongst many clients.

When our SMTP Server's IP addresses becomes flagged (or listed) in one or more DNSBL then this means that somehow our email server has sent an email out (by whom - we have no way of knowing) to an DNSBL sensor (or trap). A DNSBL Trap is essentially an email address whose identity is not known to others - rather this email addresses' double-role as a spam trap is not known to people external to the address.

When you send an email (most secure) email hosts/servers will do a DNSBL check on the originating server IP address. If your IP address is **not** listed in the DNSBL - then the mail server will "accept" your email.

However, if your IP address **is listed** in the DNSBL - then more than likely your email would be **rejected** by the email server. It can take for us up to seven (7) to thirty (30) working days to resolve the removal of our IP address from a DNSBL. So for the disclaimer, see below:

Net Access Communication Systems (Private) Limited allows its client the use of its SMTP / POP3 / IMAP Mail Server - which is in a shared-hosting environment. At times the IP address of this SMTP / POP3 / IMAP Mail Server may become listed in a DNSBL. Doing so can cause most of the emails you (as a client) send out using Net Access' mail server (and its corresponding IP address that is listed in the DNSBL) to be rejected.

Net Access Communication Systems (Private) Limited will try its best effort to resolve this issue of mail bouncing back due to a DNSBL listing, but is in no way is responsible for the mail lost/bounced. You as a client agree to indemnify Net Access Communication Systems (Private) Limited against any loss (in tangible &/or intangible monetary terms, legal, time-consideration, lost opportunity, etc.) as a

direct / indirect result of failure of delivery of your email message by our Mail Server.

You, as a client are to assume that Net Access' SMTP / POP3 / IMAP Mail Server is a best efforts and should not be relied up 100% for sending out of your emails. It can take Net Access Communication Systems (Private) Limited up to 30 (thirty) business days to have an IP address removed from a DNSBL.

DEFINITION OF MANAGED, SEMI-MANAGED AND UNMANAGED

Enclosed herewith are the definition of "managed" services, "semi-managed" services and "unmanaged" services specifically related to the lease / rental / co-location of a **dedicated server(s)** with Net Access Communication Systems (Private) Limited.

Fully Managed Services

Fully managed services related to dedicated server hosting comprises of:

- Monitoring - ping and services - we will ping monitor your server for you if a service goes down we will restart it.
- DoS monitoring - we will monitor your server for DoS and notify you of attack. If incoming we will stop it at our gateway and if outgoing we will find the compromise and stop it.
- Hardware replacement - we will replace hardware at our expense with onsite spares. Standard Hardware Replacement time-frame would apply, unless otherwise specified in your contract.
- Hack recovery and dissection - if your server is hacked we will **try to find** out why by going through logs and directories so we can secure it for future use. **This is a best-effort estimation. We are not responsible for Layer 4-7 Security Breaches.**
- Services configuration help - our techs will help you initially configure and answer questions on services configuration including Control Panel - DNS, PHP, Scripting Installs, email etc.
- Application Installs: We will install and configure applications and/or other programs on the server for you (licensing fee if any would be paid by you, unless and otherwise covered in your contract with us).
- Services restart - if you lose a service - we will restart it.
- We will offer our programming, system and database administrators expertise to answer any queries, etc. you may have with regards to your server.
- OS & Core Application installs / reloads
- Migrations from previous systems (to the best of our ability). 100% migration is never guaranteed.
- Server troubleshooting - server not performing well - we will trouble shoot it and make recommendations and implement them for performance improvements based on our observations.
- Control Panel Support - if you buy/lease Control Panel from us - we will support you on it.
- OS patch and security updates - we will update your computer using RedHat Network or Microsoft Update when they are released and security advisories are issued.
- We will **not be providing any services that are NOT directly related to the Server.** Our managed services extend to the upkeep, working and availability of the dedicated server only.

Semi Managed Services

Semi managed services related to dedicated server hosting comprises of:

- Monitoring - ping and services - we will ping monitor your server for you and notify you by email if a service fails.
- DoS monitoring - we will monitor your server for DoS and notify you of attack. If incoming we will stop it at our gateway and if outgoing we will help you find the compromise.
- Hardware replacement - we will replace hardware at our expense with onsite spares. Standard Hardware Replacement time-frame would apply, unless otherwise specified in your contract.
- Hack recovery and dissection - if your server is hacked we will **try to find** out why by going through logs and directories so we can secure it for future use. **This is a best-effort estimation. We are not responsible for Layer 4-7 Security Breaches.**
- Services configuration help - our techs will help you initially configure and answer questions on services configuration including Control Panel - DNS, PHP, Scripting Installs, email etc.
- Services restart - if you lose a service - we will restart it.
- Server troubleshooting - server not performing well - we will trouble shoot it and make recommendations and implement them for performance improvements based on our observations.
- Control Panel Support - if you buy/lease Control Panel from us - we will support you on it.
- OS patch and security updates - we will update your computer using RedHat Network or Microsoft Update when they are released and security advisories are issued.
- We will **not be providing any services that are NOT directly related to the Server.** Our managed services extend to the upkeep, working and availability of the dedicated server only.

Unmanaged Services:

Unmanaged services offered by us with respect to a dedicated server comprise of the following:

- Monitoring - ping and services - we will ping monitor your server for you and notify you by email if a service fails.
- Hardware replacement - we will replace hardware at our expense with onsite spares. Standard Hardware Replacement time-frame would apply, unless otherwise specified in your contract.
- Any other services required would be billed as per the schedule defined in your SLA.
- **You (as a client) are responsible for the system and application administration of the server.**

ACCEPTABLE USAGE POLICY FOR SHARED HOSTING

Background

Net Access Communication Systems (Private) Limited Acceptable Use Policy (AUP) is designed to provide a clear understanding of the rules, regulations and restrictions regarding the use of Net Access services. From time to time Net Access may impose reasonable rules and regulations regarding the use of its services. The AUPs are not exhaustive and Net Access reserves the right to modify the AUPs at any time, effective upon either the posting of the modified AUPs to www.netxs.com.pk or notification of the modified AUPs.

By registering for and using the services, and thereby accepting the terms and conditions of the Terms of Service Agreement or its equivalent, you agree to abide by the AUPs as modified from time to time. Any violation of the AUPs may result in the suspension or termination of your account or such other action as Net Access deems appropriate. An unlisted activity may also be a violation of the AUPs if it is illegal, irresponsible, or disruptive use of the Internet. No credits will be issued for any interruption in service resulting from policy violations.

VIOLATION OF ANY AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM Net Access. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. IT IS NET ACCESS' POLICY TO TERMINATE REPEAT INFRINGERS. NET ACCESS RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.

Customer Security Responsibilities

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach. The labor used to rectify any such damage is categorized as emergency security breach recovery and is currently charged at \$195 USD per hour. Enquiries regarding security matters may be directed to abuse@netxs.com.pk

System And Network Security Violations of system or network security are prohibited, and may result in criminal and civil liability. Net Access may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

High-risk services, which are services which tend to attract denial of service attacks, are strictly prohibited. This includes, but is not limited to, IRC related services and selling of shell accounts.

Violators of the policy are responsible, without limitations, for the cost of labor to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Net Access. Such labor is categorized as emergency security breach recovery and is currently charged at \$195 USD per hour required. Enquiries regarding security matters may be directed to abuse@netxs.com.pk. Net Access is concerned with the privacy of online communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Net Access urges its customers to assume that all of their online communications are insecure. Net Access cannot take responsibility for the security of information transmitted over Net Access facilities.

Password Protection

The customer is responsible for protecting customer's password and for any authorized or unauthorized use made of customer's password. The customer will not use or permit anyone to use Net Access service to guess passwords or to access other systems or networks without authorization. Net Access will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

Contact Information

Customers are responsible for maintaining their contact information in the ticketing system such that the email address is always reachable even in the event of their Net Access servers being shut down.

Internet Etiquette

The customer is expected to be familiar with and to practice good Internet etiquette (Netiquette). The customer will comply with the rules appropriate to any network to which Net Access may provide access. The customer should not post, transmit, or permit Internet access to information the customer desires to keep confidential. The

customer is not permitted to post any material that is illegal, libelous, and tortuous, indecently depicts children or is likely to result in retaliation against Net Access by offended users. Net Access reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

Copyright Infringement - Software Piracy Policy

The Net Access network may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating federal copyright law. If caught with pirated software, you or your company may be liable under both civil and criminal law, and you may be fined up to \$250,000 and/or receive up to 5 years in jail. In compliance with the Digital Millennium Copyright Act (the "DMCA"), please send DMCA notifications of claimed copyright infringements to abuse@netxs.com.pk or abuse@nacspl.net or abuse@nacspl.com.

Network Responsibility

Customers have a responsibility to use the Net Access network responsibly. This includes respecting the other customers of Net Access. Net Access reserves the right to suspend and or cancel service with any Customer who uses the Net Access network in such a way that adversely affects other Net Access customers. This includes but is not limited to:

- Attacking or attempting to gain unauthorized access to servers and services that belong to Net Access or its customers (i.e. computer hacking), and/or
- Participating in behavior which results in reprisals that adversely affect the Net Access network or other customers' access to the Net Access network.

Net Access will react strongly to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include, but are not limited to, "Internet Scanning" (tricking other people into releasing their passwords), password robbery, and security hole scanning, port scanning, etc. Any unauthorized use of accounts or computers by a Net Access customer, whether or not the attacked account or computer belongs to Net Access, will result in severe action taken against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server, or customer, of Net Access is strictly prohibited.

Violations of this policy may be reported directly to the FBI's Infrastructure Protection & Computer Intrusion Squad at

<http://www.fbi.gov/programs/pcis/pcis.htm> & the local law enforcement agencies in Pakistan and/or the country of your account. Net Access will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

Lawful Purpose

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP is prohibited. This includes, but is not limited to:

- Copyrighted material or material protected by trade secret and other statute or
- dissemination of harmful or fraudulent content.
- Using any Net Access service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited.
- Any conduct that constitutes harassment, fraud, stalking, abuse, or a violation of federal export restriction in connection with use of Net Access services or products is prohibited. Using the Net Access network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

Servers hosted within Net Access network are open to the public. You are solely responsible for your usage of the Net Access network and servers and any statement you make on servers hosted within the Net Access network may be deemed "publication" of the information entered. Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libelous.

Child Pornography on the Internet

Our policy on child pornography is zero tolerance. Net Access will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the Net Access network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT

Adult Content on the Internet

Net Access will provide notification and will inform any customers in writing of improper materials on our servers. Net Access reserves the right to disconnect any customers immediately. As a general rule we do NOT ALLOW any form of pornographic and/or adult related content, that is pornographic in nature.

Commercial Advertisements with E-mail

Net Access takes a zero tolerance approach to the sending of Unsolicited Commercial E-mail (UCE) or SPAM over our network. Very simply, this means that customers of Net Access may not use or permit others to use our network to transact in UCE. Customers of Net Access may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service without refund and **without any offering of proof.**

Sending a message, especially an advertisement, to more than five recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. This includes commercial advertisements and informational messages sent to recipients via electronic mail (email) as well as off-topic messages posted in Usenet discussion groups where the recipient has not requested or invited the message. Mailing lists must be true opt-in mailing lists. Before sending any email to a listed user, a confirmation email, with a tracking number, must be sent to the new subscriber, to which they must respond with a confirmation that they wish to be added to the list. You must keep these confirmations on file, so that in the case that a spam complaint is made against you, you have proof that the user did indeed opt-in. In addition, you must provide at least one easy way to opt out; see the MAPS guidelines (<http://mail-abuse.org/rbl/manage.html>) for details. Opt-out requests must be honored immediately.

E-mail is a person-to-person medium, not a broadcast medium.

Customers of Net Access are strictly prohibited from using or permitting others to use UCE or SPAM over our network. As our Customers are ultimately responsible for the actions of their clients over the Net Access network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

Violation of Net Access SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Net Access will initiate an immediate investigation (within 48 hours of notification). During the investigation, Net Access may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Net Access may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Net Access reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Net Access will notify law enforcement officials if the violation is believed to be a criminal offense.

USENET

Posting the same messages to multiple newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is expressly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF AN NET ACCESS CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER. WE RESERVE THE RIGHT TO LEVY FINES OF \$500 to \$5000 US\$ PER INCIDENCE OF ANY VIOLATION OF OUR POLICIES

For Example: If you are hosting a bulk email site on Net Access servers and you use another ISP to SPAM from in order to reference your Net Access site by IP address or domain name, you are violating Net Access policy and possibly the law. If you have been granted telnet access to Net Access servers, multiple telnet log-ons are strictly prohibited and you must come from a valid IP address. Forgery is against the law. Any type of denial of service attack from valid or invalid addresses is a violation of Net Access security policy and against the law. If you have been granted password privileges for FTP or telnet, sharing your password with an unauthorized user or third party is strictly prohibited. Violation of Net Access SPAM policy may be reported to abuse@netxs.com.pk

IP Address Overlap

Net Access administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by Net Access staff. Any server found using IPs which were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

IRC

Net Access does not allow the use of IRC on the Net Access network. This includes, but is not limited to, the use of IRC clients, server software, bots or anything related to IRC. Violators' servers will be suspended.

Network Performance

Net Access accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You may not use network-intensive programs, such as peer-to-peer or audio/video streaming applications, which negatively impact other customers or the performance of Net Access systems or networks. Net Access reserves the right to terminate or limit such activities.

Billing

The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's server to the Internet. The customer may request that the customer's

server be disconnected from the Internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

Suspension

Net Access reserves the right to suspend network access to any customer if, in the judgment of the Net Access network administrators, the customer's server is the source or target of the violation of any of the other terms of the AUPs or for any other reason which Net Access chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacting regarding the activity. The customer will not be credited for the time the customer's machines were suspended. The Customer will be credited on a prorated basis based on the monthly fees the Customer pays for the servers that are suspended for the time the Customer's machines were suspended.

Cancellation

Net Access reserves the right to cancel service at any time. If inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacting regarding the activity. All fees paid in advance of cancellation are non-refundable if Net Access institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.).

Indemnification

The customer acknowledges its indemnification obligations under the Net Access Terms of Service. Violations of this AUP may result in significant civil and criminal liability of customer.

Disclaimer of Responsibility

Net Access is under no duty to look at each customer's or user's activities to determine if a violation of the AUPs has occurred, nor do we assume any responsibility through our AUPs to monitor or police Internet-related activities. Net Access disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy.

All Sub-Networks, resellers and managed servers of Net Access must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUPs AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE AUPs BY YOU.

PAYMENT CLAUSE [IMPORTANT]

Payment to Net Access Communication Systems (Private) Limited is due upon invoicing.

If payment has not been made, we will need to receive payment immediately in order to avoid suspension of your server(s)/services. It is not our wish to suspend your account, however, if the past due balance on the account is not paid immediately, we will disconnect the servers. If the account is suspended [**whether it is for web designing, web hosting or web related maintenance or for whatever service you may be availing from us**] as long as it is under your individual name account or company account head, **ALL SERVICES WILL BE SUSPENDED EVEN IF ACCOUNT DUE MAY BE FOR A SINGLE ITEM OUT OF HOSTING, DESIGNING OR MAINTENANCE.**

A reconnect charge can be applicable.

SERVICE CHARGES

The following are our service charges:

Please note these charges are incurred during normal business hours (0900 Hours thru 1700 Hours, Pakistan Standard Time) Monday thru Friday. Saturday/Sunday and Holidays are excluded. Any work carried out during **outside** the normal working hours would be billed at twice the amount indicated below.

Net Access Communication Systems (Private) Limited reserves the right to modify this pricing without any written notice and can do so at its own free will.

Description	Rupees	Unit
Main Page	Rs. 18,000	each
Secondary Page(s) [between 1-24]	Rs. 2,000	each
Secondary Page(s) [between 25-49]	Rs. 1,500	each
Secondary Page(s) [between 50-99]	Rs. 1,000	each
Secondary Page(s) [between 100-499]	Rs. 750	each
Secondary Page(s) [500+]	Rs. 500	each
Graphics [Retouching Image(s)]	Rs. 500	per hour
Graphics [Designing from Scratch]	Rs. 1,500	per hour
Graphics [Animated Sequences / Motion]	Rs. 250	per hour
Shockwave / Flash Animation	Rs. 1,500	per hour
Shockwave / Flash Scripting	Rs. 1,500	per hour
iPIX Photography	Rs. 7,500	per picture
QuickTime VR Picture	Rs. 7,500	per picture sequence
Audio Clip [Retouching]	Rs. 300	per 30 seconds
Video Clip [Retouching]	Rs. 300	per frame
Audio/Video Capturing [Embedding / No Editing]	Rs. 250	per minute
JavaScripting	Rs. 800	per hour
Java Programming	Rs. 1,500	per hour
CGI Programming [PERL]	Rs. 1,500	per hour
PHP Programming	Rs. 1,500	per hour
ColdFusion Programming	Rs. 1,500	per hour
ASP Programming	Rs. 1,200	per hour
XML Programming	Rs. 1,500	per hour
WAP/WML Programming	Rs. 1,500	per hour
Other Scripting Programming	Rs. 1,500	per hour
SQL Programming	Rs. 1,500	per hour
Database Configuration and Optimization	Rs. 1,500	per hour
Database Analysis and Design	Rs. 1,000	per hour
Online Shopping Cart Programming / Installation	Rs. 1,000	per hour
Security Services	Rs. 2,500	per hour
Network Services	Rs. 1,500	per hour
Server Administration	Rs. 1,500	per hour
Network Programming [Routers / Switches, etc.]	Rs. 2,500	per hour
Web / DNS / Mail Server Administration	Rs. 2,000	per hour
Mock Website [Demo Only] <i>Demo would not be cut into HTML</i>	Rs. 7,500	per demo
Maintenance of Website	Rs. 1,000	per hour
Internet / Intranet Consultancy	Rs. 12,000	per day
Internet / Intranet Consultancy	Rs. 2,500	per hour
System Requirement & Specification Capture	Rs. 12,000	per day
System Requirement & Specification Capture	Rs. 2,500	per hour

InterNIC / PKNIC and Other NIC Registration(s)	Rs. 1,500	per domain
Email Based Technical Support	Rs. 250	per incident
Telephone Based Technical Support	Rs. 1,500	per 15 minute increments
On-site Visit Technical Support [includes commute time]	Rs. 1,200	per hour
Off-site Visit Technical Support	Rs. 800	per hour
Error / Reworks	Rs. 1,000	per hour
Search Engine Registration	Rs. 6,000	per domain / site
Annual Report	Rs. 800	per hour
Formatting	Rs. 550	per hour
Training (on-site)	Rs. 2,500	per hour per participant
Training (off-site)	Rs. 1,500	per hour per participant
Data-Entry	Rs. 40	Per Page (A4)
Data-Entry	Rs. 95	Per Form (PDF)
Scanning	Rs. 25	per A4 Scan Run
Photography	Rs. 12,000	per 36 exposures
Back-Up / Restoration Services	Rs. 5,000	per incident
Research	Rs. 800	per hour
Redesigning Costs	Rs. 9,000	main page
Redesigning Costs	Rs. 1,000	secondary page(s)
Registration Services	Rs. 2,000	per domain
Banner Ad Designing	Rs. 7,500	per design
Software Installation	Rs. 1,500	per hour

IMPORTANT DISCLAIMER – PLEASE READ

As the Internet is an evolving medium and the products and services based on it and around it, so are the very ways in which it is used and misused (abused) - i.e. the use and misuse (abuse) is equally evolving. In this respect, Net Access Communication Systems (Private) Limited reserves the right to unilaterally amend these policies (Service Level Agreement, Privacy Policy, Terms of Service and Acceptable Usage Policy) as we see fit to further describe the services restrictions and usages being provided to you, the Client.

As a client it would be your duty to periodically check these policies for compliance. All policies will be carrying a date indicating "Last Modified On".

Net Access Communication Systems (Private) Limited is under no obligation nor undertakes to monitor or police you, the Client, against any activities based on the product(s) and/or service(s) being provided to you (the Client).

As a Client, you agree to indemnify Net Access Communication Systems (Private) Limited for any misuse of our (or our Principals / Upstream Provider / Data Center) Network and the accompany product(s) and/or service(s) being provided (if any) to you as a Client.

Net Access Communication Systems (Private) Limited disclaims any obligation to any person who has not entered into an agreement with Net Access Communication Systems (Private) Limited for services.

The above mentioned policy is part and parcel of our joint policies - namely: [Service Level Agreement](#) - [Privacy Policy](#) - [Terms of Service](#) - [Acceptable Usage Policy](#) and ancillary / support information contained in this document and/or website. Please refer to the above mentioned policies for any further information regarding your service. If you have any questions, please direct them directly to your Account Manager or contact the Company in writing:

Attention: Policy Mandate,
Net Access Communication Systems (Private) Limited,
1107 Park Avenue, 24-A, Block 6, PECHS,
Main Shahrah-e-Faisal, Karachi 74500 (Pakistan).

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The information provided in this document is to be treated as a best-efforts estimation of the work / scope-of-work required and on the basis of information and/or consultative communication provided to Net Access Communication Systems (Private) Limited. In case of inter-operability issue, Net Access does in no way guarantee a flawless, coherent error-free network integration of component(s).

While every precaution has been taken in the preparation of this document, Net Access Communication Systems (Private) Limited, assumes

no responsibilities for errors or omissions in this document, or for damages resulting from the use of information contained herein. The views and opinions expressed in this document are those of Net Access Communication Systems (Private) Limited only, unless otherwise explicitly stated.

The validity of this document is for 365 days (1 Year) from the date on the cover sheet. All financial figures reported herein are Pakistan Rupees or United States Dollars, whichever mentioned.

In case of any discrepancy in quoted figures and amount in words, none is to be considered and Net Access Communication Systems (Private) Limited should be asked to resubmit the discrepancy in question, in writing.

Net Access Communication Systems (Private) Limited retains full rights to retract quote(s) and/or specification(s) and/or Terms and Conditions within this document unilaterally and without assigning any reason whatsoever.

Certain clauses assigned in this document may be contravening to other clauses that may be assigned here or in your personalized contract. In such a contravention, please ask Net Access Communication Systems (Private) Limited for a written clarification. It is in the sole discretion of Net Access Communication Systems (Private) Limited to provide an explanation that it deems best of its (Net Access Communication Systems (Private) Limited) business, legal, financial and commercial interests.