

TERMS OF SERVICE:

Online Back-Up, Off-Site Back-Up, Restore Service of Back-Up.

The following Terms and Conditions are applicable to all individual users / corporate clients who use, sign-up and pay-for Net Access Communication Systems (Private)Limited's , [herein referred to as "Net Access" &/or "Company" &/or "Contractor"] Online Back-Up Service &/or Off-Site Back-Up Service &/or any other Service involving Data-Back-up.

The "Client" &/or "Customer" have selected and opted to use Net Access' Backup and Restore service (the "Service") of their own free accord and will. This Service is provided to you under the terms and conditions set forth in these Terms and Conditions of Use ("Agreement").

DESCRIPTION OF SERVICES

Subject to Net Access' acceptance of Client/Customer registration and Client/Customer compliance with the terms and conditions of this Agreement, Net Access will provide Client/Customer with the following service(s):

- Net Access will establish an online storage account in Client/Customer name on the Net Access servers (the "Account");
- With any selected plan, Net Access will allow you storage of your data, up to a pre-defined limit (based on your plan)
- Net Access will allow Client/Customer to retrieve data files from Client/Customer Account(s)

CONDITIONS OF USE

Client/Customer are solely responsible for the content of all data Client/Customer stores or retrieves from, or attempts to store or retrieve from, Client/Customer Account and the Public Folders and for all transmissions by Client/Customer from and to Client/Customer Account. Client/Customer use of the Service is subject to all applicable laws of the Islamic Republic of Pakistan.

Client/Customer will:

- not use the Service for any illegal purposes;

- not use the Service to store, retrieve, transmit or view any file, data, image or program that contains:
- any illegal pictures, materials or information;
- any harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature;
- any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation;
- any code or material that violates the intellectual property rights of others;
- any Windows temporary files of any kind (including, without limitation, any *.p or ~*.* files); or
- any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features;
- comply with Islamic Republic of Pakistan and other applicable laws regarding the exportation and re-exportation of any data or other materials from the geographical location of the data-center (which is physically based in Pakistan) or other jurisdictions through the Service;
- not use the Service for any spamming, chain letters or other use that may otherwise disrupt the Service or the networks through which Client/Customer access and use the Service;
- comply with all regulations, policies and procedures of networks through which Client/Customer access and use the Service; and
- not access or attempt to access any Service account for which Client/Customer have no access authorization or duplicate, modify, distribute or display any of the data or files from any such account;
- not use sharing features in a way that amounts to 'publishing' and restrict the use of sharing features to share data between friends, colleagues and business partners, in a very limited sense
- Net Access service should not be used to sell digital content to others. It is not a media for dissemination of digital content for commercial purposes. Service may use automated procedures to detect unacceptable level of usage and may immediately disable offending accounts, and the process of detection may vary from time to time, based on misuse detected.
- Net Access' Online Back-Up, Off-Site Back-Up, Restore Service of Back-Up, is NOT a service for storing and disseminating large amounts of data to large number of recipients. It is an Online Storage and Backup service.
- Net Access is not responsible for any business interruptions that may be caused due to this process.

REGISTRATION INFORMATION

Client/Customer will promptly notify Net Access of any change in the information Client/Customer provide on Client/Customer registration form during Client/Customer registration for the Service including, without limitation, any change in Client/Customer...

- Organization Name
- Mailing Address
- Telephone Numbers (any)
- Fax Numbers (any)
- Email (any)
- Designated Contact Person(s)
- Special Instructions (for release of information to Designated Contact)
- Verification Password
- Etc.

The registration information provided by Client/Customer on Client/Customer registration form during Client/Customer registration for the Service, together with any and all updates provided by Client/Customer from time to time under this paragraph, is referred to in this Agreement as the "Registration Information."

Net Access's policy regarding the privacy and use of the Registration Information is set forth in Net Access's privacy policy, as the same may be modified and amended by Net Access from time to time (the "Privacy Policy"). When Client/Customer accept this Agreement, Client/Customer acknowledge that Client/Customer agree to the terms of the Privacy Policy.

LAWFUL INTERCEPT

Please do note, for any legally served Lawful Intercept request that comes to us, Net Access will abide by the request's confidentiality status if explicitly written in writing, where as you, the Client/Customer is not to be informed of the Lawful Intercept.

USE OF IP ADDRESSES

An IP address is a number that is automatically assigned to your computer whenever you are to connect to the Internet. Net Access may collect IP addresses for the purposes of system administration, to audit the use of our site. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our house rules or terms of service or to protect our service, site, customers, or lawful requirements.

Some services and Emails sent from Net Access, such as registration related ones, may display IP addresses along with the message.

ACCOUNT AND PASSWORD

After Client/Customer accept this Agreement and Client/Customer registration has been accepted by Net Access, your Account will be established. Client/Customer are solely responsible for any consequences arising out of

Client/Customer failure to maintain the confidentiality of Client/Customer Password/encryption password. Client/Customer will notify Net Access of any unauthorized use or other breach in security of Client/Customer Account immediately after Client/Customer learn of the same.

ENCRYPTION PASSPHRASE SYSTEM

Net Access provides optional encryption of data on storage with a user defined key known only to the user and no one else. Even the Net Access personnel do not have access to this key as it is not stored on the Net Access servers. It is very important that you store this key in a safe place and maintain this key in printed form for easier reference. Any data backed up using Net Access' encryption software can only be retrieved using this key and if you forget or misplace this key then your data may not be retrievable. Net Access is NOT responsible for loss of data arising as a result of such cases.

SECURITY OF STORED DATA AND FILES

Net Access will endeavor to restrict access to the data and files Client/Customer store or retrieve from Client/Customer Account to persons accessing such data and files through use of Client/Customer Account or Password. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Accordingly, Client/Customer hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute the data and files Client/Customer store in Client/Customer Account. For maximum privacy and security, we recommend that you choose the user defined private key option for your Net Access account.

CONTENT OF STORED DATA AND FILES

Client/Customer are solely responsible for

(a) obtaining sufficient rights to the content of all data and files stored by Client/Customer on Net Access's servers and

(b) ensuring that such content does not include any of the items listed in paragraphs above. Net Access normally does not review, inspect, edit or monitor any content, data or files stored by Client/Customer or any other user of the Service, including, without limitation, for viruses, worms, "Trojan horses" or any other similar contaminating or destructive features. However, if Net Access has suspicion that an account is being used for storage and distribution of any illegal material such as copy-righted content, Net Access reserves the right to examine the content of the online storage and backup account. Net Access reserves the right to refuse, remove or disable access to any data or files stored on Net Access's servers with immediate effect that Net Access learns may be illegal, may violate the terms

of paragraphs above, may violate the rights of any third party or otherwise may be reasonably objectionable.

BACKUPS OF YOUR DATA

Net Access may maintain regular (additional) backups of data to recover from any software/hardware failures. However, the most important step for a reliable backup is at the user end; user is expected to view and verify the logs periodically to insure that the backups do take place successfully, and take necessary corrective action if there are errors. User is also expected to periodically upgrade the backup client to the most recent version for improved reliability of backups.

DISCLAIMER OF WARRANTIES

The transmission, storage, viewing and retrieval of data and files through the Internet (via any valid port service on TCP &/or UDP) is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable. ACCORDINGLY, YOUR USE OF YOUR ACCOUNT AND THE SERVICE IS AT YOUR SOLE RISK. YOUR ACCOUNT AND THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. NET ACCESS COMMUNICATIONS SYSTEMS (PRIVATE) LIMITED, ON BEHALF OF ITSELF AND ITS DISTRIBUTORS, ADVERTISERS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO YOUR ACCOUNT AND THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). YOUR ACCOUNT AND THE SERVICE MAY NOT MEET YOUR NEEDS. NET ACCESS COMMUNICATIONS SYSTEMS (PRIVATE) LIMITED MAKES NO REPRESENTATION OR WARRANTY: (A) THAT YOUR ACCOUNT OR THE SERVICE WILL MEET YOUR NEEDS; (B) THAT ACCESS TO YOUR ACCOUNT OR THE SERVICE WILL BE TIMELY, ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE; (C) THAT THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED; (D) THAT THE DATA ON YOUR DESKTOP OR SERVER WILL NOT BE LOST OR DAMAGED; OR (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY MATERIAL OR DATA YOU RETRIEVE THROUGH THE USE OF THE SERVICE IS DONE AT YOUR CHOICE AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RETRIEVAL OF SUCH

LIMITATIONS OF LIABILITY

IN NO EVENT SHALL NET ACCESS COMMUNICATIONS SYSTEMS (PRIVATE) LIMITED OR ITS ADVERTISERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO YOU FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR DATA OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE OR PROFITS OR BUSINESS INTERRUPTION) OR OTHER PECUNIARY LOSS ARISING OUT OF YOUR USE OR INABILITY TO USE YOUR ACCOUNT OR THE SERVICE OR YOUR LOSS OF DATA OR FILES STORED THEREIN. LIABILITY IS LIMITED TO PAKISTAN RUPEES ONE THOUSAND ONLY.

INDEMNIFICATION

Client/Customer will defend, indemnify and hold Net Access, its parents, subsidiaries, affiliates, agents, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (a) Client/Customer use of Client/Customer Account and the Service, (b) any data files and content stored by Client/Customer in Client/Customer Account and otherwise on the Net Access servers and (c) any violation of this Agreement by Client/Customer.

TERMINATION

Either you or Net Access may terminate this Agreement with or without cause at any time by giving notice of such termination to the other in the manner described in paragraph below. Further, if Net Access believes that Client/Customer have violated Client/Customer obligations under this Agreement, Net Access may, at its option and in addition to its other remedies, immediately and without notice, suspend Client/Customer Account, remove and destroy data and files stored by Client/Customer on Net Access's servers and/or terminate this Agreement. Net Access will not be liable to Client/Customer or any third party for any suspension or termination of Client/Customer Account or the Service. Should Client/Customer object to any terms and conditions of this Agreement or any subsequent modifications thereto or become dissatisfied with the Service in any way, Client/Customer only recourse is to immediately:

(a) discontinue use of the Service;

(b) terminate this Agreement; and

(c) notify Net Access of such termination. Upon any termination of this Agreement, Net Access will remove your stored data files from main storage and archives immediately. Various paragraphs of this Agreement (and any other provision that can be reasonably construed to survive termination) will survive termination of this Agreement.

NOTICES

Any notice under this Agreement given by Net Access to Client/Customer will be deemed to be properly given if sent by email (for immediate release) but will be followed up by a written-notice, sent via courier service.

Likewise if Client/Customer wishes to send any notice to Net Access, please do so by using the following address:

Attention: Faisal Khan
CEO
Net Access Communication Systems (Private) Limited
1107 Park Avenue, 24-A, Block 6,
P.E.C.H.S, Main Shahrah-e-Faisal,

Karachi 75400 (Pakistan).
Tel +92 (21) 111.222.377,
Fax: +92 (21) 4544347
sales@nacspl.com

Besides written notices sent via courier service, all other form of communication of notices would be deemed incomplete / undelivered.

SEVERABILITY

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable under applicable law to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

MODIFICATIONS TO THIS AGREEMENT

The terms and conditions of this Agreement may be changed by Net Access from time to time. Upon any such change, Net Access will notify Client/Customer of such change in accordance with paragraphs above and post an updated version of this Agreement on the Net Access' website located at <http://www.nacspl.com>. Client/Customer use of any Services after such notification will constitute Client/Customer acceptance of such changed terms and conditions.

MISCELLANEOUS

Client/Customer right to use the Service is personal to Client/Customer, and Client/Customer will not assign any of Client/Customer rights, obligations or interest in this Agreement or Client/Customer Account. Without limiting the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. Net Access's failure to insist upon or enforce strict performance of any provision or right of this Agreement will not be construed as a waiver of any provision or right. This Agreement will be governed by the laws of the Islamic Republic of Pakistan, without regard to its conflict of laws rules. The provisions of the U.N. Convention on Contracts for the International Sale of Goods and any successor treaties will not apply. Client/Customer consent to the venue and exclusive jurisdiction of the state and federal courts located in Karachi, Pakistan, with regard to any claim arising under or otherwise occurring by reason of this Agreement or Client/Customer use of the Service or Client/Customer Account. Client/Customer will commence any claim or cause of action arising under or otherwise occurring by reason of this Agreement within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred. This Agreement constitutes the entire agreement of the

parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements.

End of Terms of Service.