

ISHA WEBHOSTING PVT. LTD.

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VIRTUAL WEB SERVER CONTRACT

Domain Name: - www._____

Contract No.:- _____ Date:- _____ Place:- _____

1. This contract is hereby entered between (hereafter referred as ("The Company") and _____ Company, (hereafter referred as "The Client") for hosting web pages of the client.

2. The period of web-site hosting is for _____ years starting from _____ up to _____.

3. IWPL agrees to provide web-space package named _____ which contains _____ **MB / GB** or **Linux / NT** to the client for the purpose of hosting / loading the web pages. This web-space will be allocated from the web-server in USA / INDIA.

4. IWPL agrees to provide _____ IP, _____ POP3 and FTP / Telnet access to the client for performing various tasks and functions associated with web-site management.

5. IWPL will not view, copy & edit the contents of web pages on the web-server by the client.

6. The client is allowed to re-sell the web-space allocated into various sub-units. If the client requires having a different domain name which utilizes the space on assigned virtual web-space, he is required to buy additional IP Address, separate FTP, Telnet and POP account. The client will have to pay for the above services separately.

7. The client will not be allowed to upload / host pages which contain adult / illegal / anti-social / unethical information or contents. The decision of IWPL will be final in this case. The entire amount for the Web-hosting services & Domain Name has to be paid in advance. If the client does not pay the amount in advance or within 7 days of receiving the Contact, he loses all right / claim & privilege to expect any support from the company. The above Domains may get cancelled, deleted or blocked by IWPL if the payment is not received in time.

8. The client will not be allowed to load pages or web-site having size greater than _____ **MB / GB** on **Linux / NT**. The client will be required to pay additional use of web-space.

9. IWPL will charge for bandwidth and volume of data transfer allowed on your account. IWPL decision in this matter will be final and binding. Each package will have FREE bandwidth equivalent to 10 times the web-space. Additional bandwidth usage will be charges at the rate of Rs. 2000/- per month for 1000 MB traffic.

10. It is assumed that the client is familiar with the web server performance and inherent risk on lading pages on the web-sites. IWPL will not be responsible for any consequences of hosting web-sites.

11. It is assumed that the client is familiar with the process, software and Technologies related web-sites. IWPL will not entertain any question / queries for anything related to design, hosting and management of web-sites.

12. The best-managed computer system in the world is prone to breakdown. Although IWPL will make all efforts for smooth functioning of the web-server the company will not be responsible for server breakdown and deletion of data on the server or any such unforeseen incidence.

13. IWPL reserves the right to transfer, shift or alter the web-server specification depending on new technologies and market needs. For all such matters the decision of the company will be final and binding on clients.

14. The client will pay for the full year's hosting charges in advance before he gets the password for FTP, Telnet & POP3. The charges paid are non-refundable and non-transferable.

15. If the client violets any terms of the contract, this contract will stand cancelled, null & void. The decision of IWPL will be final and binding to the client.

16. This contract supercedes any communication sent by the company before this contract for the above domain.

17. Your receiving and signing this contract means you have fully read & understood the terms of the contract.

18. This contract is subject to Mumbai jurisdiction only.

Date: _____

Date: _____

Place: _____

Place: _____

For Isha Webhosting Pvt. Ltd.

Authorized Signatory

Receivers Signature