

Uttara Info Tech Web Hosting Policies and Terms of Services:

All customers must abide by the following Terms and Conditions of service:

Uttara Info Tech WEB HOSTING SERVICE AGREEMENT

This Web Hosting Agreement (this "Agreement") sets forth the terms and conditions of your use of Uttara Info Tech for web hosting. You certify that you are at least 18 years of age. To become our account holder, you must read and agree to be bound by all terms and conditions of this Agreement, the fee schedules on the Online Order forms and any policies that are or may be published by us. This Agreement will become effective when any account order is placed and accepted, and is accepted all users upon account signup. By posting notice 30 days in advance at a page available on our web site we may modify the terms and conditions of this Agreement or the prices of its services, as well as discontinue or change the services offered. During this 30-day period you have the option to discontinue your account if you do not agree with any new policies. You will be bound by the modified Agreement, prices and/or policies if you continue to use the services.

1. Scope of Services and Your Obligations:

1.1. This Agreement defines the terms and conditions of our services as offered by Uttara Info Tech and used by you, including the provision of web hosting services on our servers and connectivity to the Internet (the "Services"). Domain registration agreements are available on our site. We will provide the Services for the amount of server storage space selected in exchange for payment of fees and full compliance with the terms and conditions of this Agreement. In performing the Services, we maintain control and ownership of any and all Internet protocol ("IP") numbers and addresses that may be assigned to you and reserves the right to change or remove any and all IP numbers and addresses at its sole discretion.

1.2. As part of the Services, we will also provide your own web-based control panel (the "Control Panel") containing links to your payment history, summaries of the Services you have chosen, newsletters and other current information.

1.3. **You are responsible for producing, electronically uploading and maintaining HTML files, execution scripts, applets and applications (the "Upload Materials") to your website, and you hereby warrant that all Upload Materials shall be owned or properly licensed by you and shall not adversely impact the Services or violate any rights of any third parties. You are responsible for ensuring that all Upload Materials will function properly and as intended. You are responsible for all activity originating from your website, unless proven to be a victim of outside hacking or address forgery. You assume responsibility for all material on your website that may be put on by a third party (such as the message forums, file uploads, etc). Use of our Services requires a certain level of knowledge in the use of Internet languages, protocols, and software, which can vary depending on your anticipated use and desired content of your website, and includes, but is not limited to, the following: web publishing requires knowledge of HTML, properly locating and linking documents, FTPing web contents, graphics, text, sound, image mapping, etc.; FrontPage web publishing requires knowledge of the FrontPage tools as well as FTP understanding and capability; CGI-scripts requires knowledge of the UNIX environment, tar & gunzip commands, Perl, php, CShell scripts, permissions, etc.; and mail requires knowledge of use of mail clients to receive and send mail, setup, etc. You acknowledge that you have the necessary knowledge to create, modify and maintain your website. While we will make every attempt to assist you, we assume no responsibility to provide you with such knowledge.**

1.4 We reserve the right to monitor our systems electronically and to access and disclose any information as permitted or required by any law, regulation or other governmental request to operate its systems properly, to protect itself or its accountholders or for any other reason it in good faith deems necessary. We will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserve the right to report to law enforcement any suspected illegal activity it becomes aware of. It is not our intention that our Services or facilities be used in contravention of the Communications Decency Act of 1996 (the "CDA") or any other applicable law.

1.5 Websites are unmodified forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. Neither the content of websites located on our servers nor the links to other websites are screened, approved, reviewed or endorsed. We are not a publisher of any of the content of websites, or of any content that may be available through the links to and from them, and is acting solely as an Internet web-hosting service provider. The text and other material on such websites are the opinion of the specific author and are not our statements of advice, opinion or information.

1.5 **Uttara Info Tech provides a 99.9% uptime guarantee on all hosting services. However, the availability of the service depends on the internet connectivity. We have found a few Internet service provider, particularly in Bangladesh, have some problem with DNS issue and hence often sites hosted on our server are not visible through them. In such cases,**

Uttara Info Tech won't take the responsibility as the issue is completely caused by the internet service provider.

2. Limited Warranty; Limitation of Liability; Indemnification:

2.1. Limited Warranty. You acknowledge that the Services are provided "as is." Neither we, nor any of our employees or agents, warrants that the Services will be uninterrupted, error free or free from viruses or other harmful components. We are not responsible for and hereby disclaim any warranties, expressed or implied, regarding the quality, accuracy, or validity of the data and/or completeness, non-infringement, merchantability or fitness for a particular purpose of information available on its servers or residing on or passing through its interconnecting networks. Use of

information obtained from or through the Services is at your risk. Under no circumstances will we be liable to you or any other person for any loss or damage caused by your reliance on information available on its servers or obtained through the Services.

2.2. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF WEBSITE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE OUR SERVICES (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF OUR SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO US FOR THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. TO THE EXTENT APPLICABLE STATE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

2.3. Indemnification. You agree to indemnify, defend and hold us and our affiliates, directors, officers, employees and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, dispute or demand related to your use of the Services, your violation of any of the provisions of this Agreement or from your placement or transmission of any materials or content onto our servers. Such liabilities may include, but are not limited to, those arising from the following:

(a) With respect to your business, (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the acceptable uses described herein or anti-Spam policy; (b) any damage or destruction to our equipment or to any other account holder, which damage is caused by or otherwise results from acts or omissions by you, your representative(s) or your designees; (c) any personal injury or property damage arising out of your activities related to the Services, unless such injury or property damage is caused solely by our gross negligence or willful misconduct; and (d) any other damage arising from your equipment or your business.

3. Payment, Refund & Upgrade:

3.1 To provide a quality service, we collect the payment from the customers on a prepaid basis, although for several packages there is the option to pay with installments. In case of cheque payments, services are provided only after the realization of the cheque. You acknowledge responsibility for your account until payment in full is made.

3.2 Uttara Info Tech provides a 30-day unconditional full money back guarantee with every hosting package. However, if the customer violates the terms of the services by any means, Uttara Info Tech reserves the right to suspend the account and no money-back will be entertained.

3.3 When the hosting account expires, the customer himself is responsible for the renewal. Uttara Info Tech will start sending payment reminder from 60 days before the expiration. And if no renewal payments were made within 15 days of account expiration, Uttara Info Tech reserves the right to terminate the hosting account. During the period of 15 days the site would remain suspended, though all the contents would be preserved. However, if the client renews the service during this period, no additional charge would be applicable.

3.4 If a customer has more than one account under his name, Uttara Info Tech reserves the right to suspend all the accounts due to a non-payment of one or more accounts till all the payments are cleared.

3.5 In case of any account suspension, there would be a mandatory reactivation charge of Tk. 1,000/= or 25% of the existing hosting schemes price - whichever is higher.

3.6 Uttara Info Tech reserves the right to increase the price of the services at any time. In that case we will publish a notice of fee increases 30 days before such increases take effect on the web site.

3.7 In case of upgrade to a superior scheme the client must pay 25% of the upgradeable package as upgrade charge or TK.500, whichever is higher.

3.8 If you are enjoying any extra resources under any promotion offered by Technobd, the extra resource benefit would be available for the period of a contract. Once the contract ends, all accounts would bring back to the usual state with regular resource limits.

4. Acceptable Uses:

4.1 Use and Misuse of the Services. All complaints of abuse, violation and misuse of the Services, whether described in this Section 4 or otherwise, shall be investigated promptly

. If you are not sure if your actions will be an abuse, violation or misuse, please ask first. You are responsible for all use of your website, with or without your knowledge or consent. You agree to use the Services only for lawful purposes, in compliance with all applicable laws. Illegality includes, but is not limited to, drug dealing; attempting without authorization to access a computer system; pirating (distributing

copyrighted material in violation of copyright law, specifically MP3s, MPEGs, ROMs, and ROM emulators); gambling; schemes to defraud; trafficking in obscene material; sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; threatening bodily harm or damage to individuals or groups; violating U.S. export restrictions; stalking; or violating other state or federal law, such as the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, or the Economic Espionage Act. Linking to illegal material is also prohibited.

When we becomes aware of possible violations of this Agreement, we may initiate an investigation that may include gathering information from you and the complaining party, if any, and examination of material on our servers. We in our sole discretion will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Agreement could subject you to criminal or civil liability.

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO WAIVE AND HOLD US HARMLESS FROM ANY CLAIMS RELATING TO ANY ACTION TAKEN BY US AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES WHATSOEVER FROM US AS A RESULT OF OUR DECISION TO REMOVE MATERIAL FROM ITS SERVERS, WARN YOU, SUSPEND OR TERMINATE YOUR ACCOUNT, OR TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF OUR CONCLUSION THAT A VIOLATION HAS OCCURRED. THIS WAIVER APPLIES TO ALL VIOLATIONS DESCRIBED IN THIS AGREEMENT.

4.2. Use and Misuse of Materials. Materials in the public domain (e.g., images, text, and programs) may be downloaded or uploaded using the Services. You may also re-distribute materials in the public domain. You assume all risks regarding the determination of whether the material is in the public domain. You are prohibited from storing, distributing or transmitting any unlawful material through the Services. Examples of unlawful material include, but are not limited to, threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. Pornography and sex-related merchandising, or links to such material, even if legal, are not acceptable uses of our servers. You may not post, upload or otherwise distribute copyrighted material on our servers without the consent of the copyright holder. Unacceptable uses of website content also include the presence of the following programs or the activities associated with them, regardless of whether or not any actual intrusion results in the corruption or loss of data: server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network; attempts to circumvent any user authentication or security of host, network, or account; accessing data not intended for user; probing the security of any network; spawning dozens of processes; port scans, ping floods, packet spoofing, and forging router information; denial of service attacks, sniffers, flooding, spoofing, ping bombing, smurfs, winnuke, land and teardrop; promulgation of viruses; and IRC bots, such as eggdrop or BitchX.

We support free speech on the Internet and will not suspend or cancel your account simply because it disagrees with your views expressed at your website. However, examples of unacceptable activities include posting private information about a person without his or her consent, defaming a person or business, and knowingly making available code that will have a deleterious effect on third-party computers. Where there are allegations that your on-line activity has violated the legal rights of a third party, we will not substitute itself for a court of law in deciding tort claims raised by the third party.

4.3. Email Use. Unacceptable affronts to netiquette and unacceptable activities include, but are not limited to, the following: spamming (sending unsolicited advertising to those with which you have no existing business relationship and posting off-topic advertising in newsgroups); spoofing (using a return email address that is not the valid reply address of the sender or sending an email message that does not contain enough information to enable the recipient to identify you); passive spamming (promoting a website hosted by us by spamming from some other source); trolling (posting controversial messages in newsgroups to generate responses); mail bombing (inundating a user with email without any serious intent to correspond or sending large or multiple files to a user); generating a higher volume of outgoing mail than a normal user (over 10% of available system resources); propagating chain letters; and subscribing someone else to an electronic mailing list without that person's permission. A message is considered unsolicited if it is posted in violation of a newsgroup charter or sent to a recipient who has not requested the message. Making an email address available to the public does not constitute a request to receive messages. Distribution of mass emailing programs is also prohibited. All recipients on a mailing list must have personally subscribed. Mailing lists may not be used to distribute unsolicited email. If you are repeatedly mail bombed or attract such behavior, the Services will be terminated. You should not send email to any user who does not wish to receive it, either here or elsewhere. We recognize that email is an informal medium; however, you must refrain from sending further email to a user after receiving a request to stop. You may not alter the headers of email messages to disguise their identity or to prevent users from responding to the messages. We may disclose the usernames of accounts responsible for forged email messages to system administrators or users requesting the information. Violations of our policies outlined herein can sometimes result in massive numbers of email responses. If you receive so much email that our resources are affected, our staff may shut down your mailbox.

4.4. System Security. You are prohibited from utilizing the Services to compromise the security of system resources or accounts on our servers or at any other site. Use or distribution of tools designed for compromising security or containing viruses or Trojans are prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools. If you are involved in violations of system security, we reserve the right to release all usernames of users involved in such violations to system administrators at other sites in order to assist them in resolving security incidents. We will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

4.5. System Resources. System abuse includes any use of our resources that disrupts the normal use of its servers or services for others. Examples of system abuse include running excessive numbers of processes or consuming excessive amounts of CPU time, memory or disk space. Any usage of 10% or more of our system resources is an undue burden on our system and is unacceptable. If your usage ever exceeds 10% of system resources, your account may be terminated immediately and without prior notice.

5. Right to Terminate Agreement:

(a) We reserve the right to suspend or terminate the Services to you and remove or prevent access to any material from your website at any time, without prior notice or liability, for any conduct that we, in our sole discretion, believes violates this Agreement or is otherwise harmful to our interests or the interests of other accountholders. (b) We also reserve the right to comply with the take-down provisions of the DMCA and to seek injunctive, declaratory, interpleaded or other judicial or equitable relief (and, pending such action, to suspend all access to your website) if any third-party claim is made that your website content or use violates any of the acceptable uses or your obligations or representations described in this Agreement.

6. Miscellaneous:

You may not assign your rights and obligations under this Agreement without the prior written consent from us, which may be withheld at our discretion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Our failure to require your performance of any provision hereof shall not affect the right to require such performance thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any action for any claim arising under, or in connection with, this Agreement must be commenced by you within one year after the alleged cause of action has accrued or after the date of termination of this Agreement, whichever is earlier. In the event that any provision of this Agreement is deemed unenforceable or invalid, such unenforceability or invalidity shall not affect the remainder of this Agreement. Such provision may be amended or replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the parties as reflected in the original provision. No provision of this Agreement may be amended or modified by you except by means of a written document signed or expressly assented to by us. All terms and conditions of this Agreement that should by their nature survive termination of this Agreement shall so survive. This Agreement and the order form, together with all amendments or modifications to any of them, constitute the complete and exclusive agreement between you and us and supersede and govern all prior proposals, agreements, or other communications. We have a responsibility to ensure that each of our clients is provided with the best services we have available. While we back up files continuously, we are in no way responsible for the archiving of a site. It is the sole responsibility of the site creator to copy, back up or archive all files that constitute a web site.

The following guidelines also apply:

Content:

All services provided by us may be used for lawful purposes only. Transmission, storage, or presentation of any information, data, or material in violation of any United States Federal, State, or City law is prohibited. This includes, but is not limited to copyrighted material, material we judge to be threatening or obscene or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold us harmless from any claims resulting from the use of the service, which damages the subscriber or any other party.

Pornography Site:

Pornography and sex-related merchandising is prohibited on all our servers. This includes sites that may infer sexual content or links to adult content elsewhere. We will be the sole arbiters in determining violations of this provision. Also prohibited are sites that promote any illegal activity or present content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- **Pirated software**
- **Hacker programs or archives**
- **Warez sites**

We will be the sole arbiters as to what constitutes a violation of this provision.

Download Site:

Sites offering download files. (This is any site where 20% or more of their monthly traffic is from file downloads)

System Resource:

Sites using more than 20% of system resources we will be the sole arbiter as to what constitutes a violation of this provision

Commercial Advertisement-Email:

Spamming, or the sending of unsolicited email, from our server or using an email address or domain that is maintained on our machine as reference is STRICTLY prohibited. We will be the sole arbiter as to what constitutes a violation of this provision.

Chat Room

We do not allow clients to install their own chat rooms. These tend to be a large drain on system resources and we cannot allow it as an account option

Background Running Programs:We may allow programs to run continually in the background. These are considered on a case-by-case basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

IRC:

We currently do not allow IRC or IRC bots to be operated on our servers.

Domain Pointing:

Domain pointers are to be used for the purpose of having more than one way to find the same site, not for the purposes of sharing an account among multiple sites. A domain pointer may not be set up to reference a subdirectory within an existing Web hosting account served by us or any other provider.

Server Abuse:

Any attempt to undermine or cause harm to a server, or customer of ours is strictly prohibited, and will result in immediate termination or prosecution. By ordering service from us, you agree to be bound by and to comply with this Agreement just as if you had signed it - the legal equivalent of your signature on a written contract.

Refusal of Service:

We reserve the right to refuse, cancel, or suspend service at our sole discretion. All Sub-Networks, distributive hosting sites and dedicated servers we operate must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate account deactivation without refund.