

Agreement:

This agreement is between Networking Professionals of Nepal Pvt. Ltd. (hereinafter referred to as NPN), and the on-line individual or entity who is applying for Internet-related Services, (hereinafter referred to as YOU). YOU agrees to an on-line, paperless subscription service, which will be automatically charged on a recurring basis until the service is explicitly canceled by either YOU or NPN. YOU acknowledges that all information provided by YOU is true and correct to the best of YOUR knowledge. YOU agrees that the act of submitting an online application form constitutes acceptance of all terms and conditions associated with the services applied for and that the act of online submission shall be in lieu of written signature.

Customers using any services offered by consent to be bound by and must comply with all policies in these Terms of Service(TOS). At the sole discretion of NPN, any violators of these TOS may have their services canceled without refund and/or, if deemed appropriate, be legally prosecuted.

PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON THE 'ORDER HERE' BUTTON ON THE ORDER FORM REFERENCED HEREIN, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING NPN'S PRIVACY POLICY & ACCEPTABLE USAGE POLICY. YOUR USE OF THE SERVICES ALSO CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

Definitions:

- "We", "Us", "Provider" or "NPN" – Networking Professionals of Nepal Pvt. Ltd.
- "You", "Your", "Client", "Customer" or "Member" - Each person or entity who applies for Internet service or is a designate of anyone who applies for Internet service.

Use of Services:

1. YOU agrees to use offered Services only for lawful purposes, in compliance with all applicable laws. Transmission or solicitation of any material which violates national and/or international laws which may apply in our local jurisdiction or your local area, is prohibited. This includes material which is obscene, threatening, harassing, libelous, or in any way a violation of intellectual property laws. PORNOGRAPHIC CONTENT & WAREZ SITES ARE STRICTLY PROHIBITED.
2. Bandwidth Usage: NPN offers a generous amount of data transfer per month. NPN reserves the right to review and place limitations on those accounts that adversely affect an individual server's processing performance.
3. Excessive Resource User Policy: Resources are defined as bandwidth, memory, and/or processor utilization. A website is considered using "excessive amounts of resources" when it monopolizes the resources available using 1% or more of system resources for longer than 60 seconds. There are numerous situations where such problems could be caused, including, but not limited to: cgi scripts, FTP, HTTP, Java, etc. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. NPN will be the sole and final arbiter as to what constitutes a violation of this policy.
4. Licensed Software Only: The client agrees to use only properly licensed third party

software in connection with the client's use of the services.

5. **Back-Up Files:** NPN provides the tools needed to create back-ups of account data. It is the responsibility of the customer to keep up-to-date archives of his/her backed up data. NPN currently does not utilize any back-up services and is not responsible for any lost data.
6. **No Unauthorized Scripts or Executables:** The customer agrees not to run any scripts, executables, or other programs or processes on NPN servers or other equipment that will in any way adversely affect the performance of said equipment.
7. **Violations of Intellectual Property Rights:** The customer agrees to not violate any intellectual property rights and to not resell services to any party which violates intellectual property rights. Any violation of any individual or entity's intellectual property rights including rights of privacy and rights of publicity is prohibited. NPN is required by law to remove or block access to content appearing on or through the services upon receipt of proper notice of copyright infringement.
8. **Viruses and Other Destructive Activities:** Use of the services for creating or sending malicious, destructive, or nuisance code, examples of which include but are not limited to, viruses, worms and Trojan horses, or for pinging, flooding or mail-bombing, or engaging in denial of service attacks is prohibited and is a breach of this agreement. The customer also agrees not to engage in any other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the services (or any connected network, system, service or equipment).
9. **Malicious or Unauthorized Hacking:** The customer agrees not to conduct or promote any 'hacking' activity and agrees that 'hacking' as herein defined includes but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in malicious or unauthorized hacking or cracking. Any such activity on the part of customer is a material breach of this agreement.
10. **Other Illegal Activities:** The use of the services to engage in any activities that are determined by NPN, in its sole and absolute discretion, to be disruptive, illegal or which in NPN her opinion are likely to be found to be illegal is prohibited. Such illegal or potentially illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, password and cracking information, fraudulently charging credit cards or displaying credit card information or other private information of third parties without their consent, and failure to comply with applicable privacy laws. NPN will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the services.
11. **Obscene, Defamatory, Abusive or Threatening Language:** Use of the services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive, or threatening language is prohibited.
12. **Data Warehousing:** Without prior specific written permission by NPN, the servers provided by NPN are intended for web services use only. Any use of our servers for file storage, data warehousing, back-up data storage, or any form of data storage or data management is prohibited. NPN servers are intended for web enabled services and hosting.
13. **Client represents and warrants that, if an individual, Client is at least 18 years old and otherwise legally competent in all respects to, or, if an entity, Client is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, and possesses all legal authority and power to accept and be bound by these Terms. Additionally, Client represents and warrants that neither it, she, or he (as applicable), nor any entity it, she or he represents, is prohibited under any part of section 14 of these Terms from registering or signing up with or otherwise subscribing to or**

receiving any of the Services from NPN. Further, Client represents and warrants all information provided by Client to NPN has been and is complete, accurate, and current, and that Client shall continue to provide complete, accurate and current information to NPN in connection with all registration or renewal processes and further agrees to update all such information as necessary to maintain complete, accurate and current information.

14. NPN intends to provide the best possible web hosting service to each of its Clients. However, due to changing technologies, changing laws and the individual and collective needs of our Clients, NPN reserves the right, in its sole discretion, to change, modify, add or remove all or any part of these Terms at any time with or without notice.

15. Specific Activities that are prohibited include, but are not limited to:

- Threatening harm to persons or property or otherwise harassing behavior.
- Transmission, storage, or presentation of any information, or any products/services in violation of any prevailing Govern Law using your account.
- Facilitating, aiding, or encouraging any of the above activities
- Spamming, hacking, Dos attacks.
- Copyrighted material used without permission.
- Material or activities judged by NPN to be threatening, obscene, disparaging, or hate-related.
- Material protected by trade secret or other statute.
- Pornography, nudity, erotica, and sex-related merchandising, including sites that may infer sexual content, or link to adult content elsewhere.
- Content that promotes any illegal or prohibited activity.
- Content that may be damaging to 's servers or to any other server on the Internet.
- Pirated software (warez).
- Promotion or sale of unsolicited or bulk e-mail (SPAM) software or services.
- Unsolicited or bulk e-mail or newsgroup posts (SPAM) which references and/or is traceable to NPN and/or any CLIENT in any way.

Disclaimer of Warranty:

The Internet is a complex network of equipment, services, and providers of information, thus the service may not be available to you at all times. That said, NPN offers a 99.9% uptime guarantee. This is valid for only the connection. NPN will pursue all resources and channels available to maintain maximum uptime; however, NPN is not responsible for any down time caused by a client's error. NPN MAKES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE) WITH RESPECT TO THE SERVICES IT PROVIDES. Neither NPN nor any one else involved in the provision of service is liable to you or any third-party for direct or indirect damages resulting from the use or non-use of services provided herein, whether or not such damages resulted from the negligence of NPN, even if NPN has been advised to the possibility of such damages.

Limitation of Liability:

IN NO EVENT SHALL NPN 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, EMAIL DATA AND OR DATABASE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE NPN'S SERVICES (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF NPN'S SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF NPN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NPN'S MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO NPN FOR THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. TO THE EXTENT APPLICABLE LOCAL LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, NPN'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnification:

You agree to indemnify, defend, and hold NPN and its 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 NPN's 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 NPN's 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 NPN's gross negligence or willful misconduct; and (d) any other damage arising from your equipment or your business.

Services Provided by NPN:

1. **Web Hosting Services:**

NPN will provide web hosting services or Internet server rental ("the service") to its members for the express purpose of allowing customers to provide http internet content to the general public. The service allows NPN members to maintain Internet websites, receive, and maintain email accounts, and access web space via FTP to upload files for their websites. For the term of the agreement as set forth herein, NPN agrees to provide these services according the plan selected by you upon activation of your account. NPN reserves the right to change, amend, and/or otherwise alter the services provided with equivalent or otherwise equal services without prior notice to you. The specifics of any particular offer are contained within the offer itself as published on the NPN website at the time you create your account and remain in effect throughout the term of your agreement. Services shall be defined as server space and data transfer allowances for the purposes of displaying a business or personal website.

NPN members will use the provided services in a manner consistent with any and all

applicable laws. NPN provides the services exclusively and makes no effort to edit, control, monitor, or restrict the content of data other than as necessary to provide such services.

2. Domain Registration and Other Services

At a customer's request, NPN may acquire a second-level or where applicable a third-level domain name ("domain name"), on behalf of a customer. NPN will not own or otherwise control any domain name registered on your behalf. NPN provides this service as a convenience to you only and you hereby waive any and all claims which you may have, or which may later arise, against NPN for any and all damages, losses, claims, or expenses arising from or related to the acquisition, registration, loss of registration and/or use of the domain name. Any costs incurred by NPN to obtain and/or maintain the domain name on your behalf shall be charged to you by NPN.

3. Other Services

NPN offers a listing of additional services in conjunction with its domain registration and web hosting services. The terms of these services are governed by this agreement. The details of these services are as indicated within the NPN website.

4. Privacy Registration Service

Upon request, the Customer may elect to use NPN's Privacy Registration Service. If so, you agree to be bound by the terms of NPN, which may be found on the NPN website. The terms of Privacy Registration Policy are incorporated into this agreement as though they were fully set forth at length herein. You agree to maintain your registration information in full compliance with this agreement and the terms of the Privacy Registration Policy. Failure to so comply is cause for immediate suspension of all NPN services.

5. IP Address Ownership

During the course of providing services to a customer, NPN may assign a customer an Internet Protocol address. The customer agrees that he/she has no right to a particular IP address under this agreement, and accordingly, NPN shall retain ownership of any IP address or addresses used by the customer under this agreement, and that NPN reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.

Payment Policies and Fees:

1. Client agrees to a quarterly, six monthly, or annual contract. Accounts are payable 3 monthly, 6 monthly or yearly as agreed to, and signifies such agreement by acknowledgment in account setup form or subsequent written agreement. A month is considered to be a calendar month. All accounts are effective from 1st of the month and billing is calculated on a pro-rata basis, to simplify billing. The date at which a new account becomes active shall be the date upon which notification is sent to the client of the activation of the Account, regardless of a new Domain Name being applied for or transfer of an existing Domain Name to the new server.
2. Applicable fees for a domain name and web hosting account, plus setup charges (where applicable), and registration fees (where applicable), shall be due prior to account activation.
3. This agreement will automatically renew for successive 3 monthly, 6 monthly or yearly periods unless canceled in writing (email) at least 7 days prior to the renewal date. Client will receive an invoice via email for hosting charges. Renewal prices are subject to change. Renewal of services by client indicates agreement to contract revisions.
4. Contract cancellations are to be sent by email to cancellation@nnp.com.np at least 7 days

prior to the renewal date. Emails sent to this email address will be confirmed automatically which gives proof of us receiving your cancellation order.

5. Invoices are sent out via email and an online version of the invoice is available for viewing and printing via the Control Panel.
6. Any account will be suspended without further notice until all due payments have been received if this account is not paid in full within 15 days of the due date.
7. A reconnection fee of € 10.00 applies to any domain name being reinstated past the date of suspension or cancellation, on top of all fees and penalties we are being charged for on your behalf in the process of reinstating this domain.
8. We bear no responsibility for the failure of reinstating a canceled domain name. This is ultimately the sole responsibility of the customer.
9. Bandwidth overage fees will apply on accounts that exceed the data limits.
10. Change of Plans: NPN reserves the right to alter, change, amend, or delete fees at its sole discretion. NPN further reserves the right to institute new services and charge fees in association with the provision of such new services as it deems appropriate.
11. NPN reserves the right to offer promotional rates which may or may not be more favorable than the terms under which you entered this agreement. Any special rates shall not effect the existing rights and responsibilities of each party. NPN also reserves the right to change the rate charged for any such fee under this agreement.
12. Payment of Fees - NPN accepts payment by Bank Transfer, by Credit Card (Visa Card, Master Card, American Express) through Paypal, Moneybookers or any other Payment Provider announced on our website.
13. Payment Obligations: Full payment is required in advance before hosting service is established. NPN sends out invoices that are due every pay period. You are given fifteen (15) days to fully pay the invoice. You warrant and represent that the information you supply in the order form (or other information that NPN may require) is accurate and truthful. All payment-due notices will be sent by email. No bills or invoices will be sent by postal mail or fax. If payment was not received within 15 days of the due date, your account will be suspended. To have your account re-established, you will need to pay all due fees, plus any interest that may have accumulated at the rate of 1% per month. There is a EURO 25 fee for bounced checks and a EURO 25 processing fee for CreditCard charge-backs.
14. Fees for domain registrations have to be prepaid by the customer. For this we have a credit system where customers can keep prepaid credits in their accounts. User can refill their accounts through the Hosting Administration Panel and allow domain names to auto-renew from their credits.
15. Renewals: Your account will be automatically renewed under the same time and fee structure unless you give written notice to NPN 7 days before the renewal date that you do not wish to renew or make changes to such term of this agreement.
16. Cancellation & Refunds: Should you become unsatisfied with our services within the first 30 days of your account activation, NPN will refund your hosting fees subject to the money back guarantee terms listed in this agreement. Refunds are not available for accounts after the 30 days of account activation. You may, however, cancel your account at any time, either per immediate, or per end of paid period. You will need to contact customer service and verify information before cancellation takes place. Cancellations are to be sent by email to cancellation@nnp.com.np. Emails sent to this email address will be confirmed

automatically which gives proof of us receiving your cancellation order and time-stamps your request. Accounts which have negative balances will be collections and all services will be terminated, including domain registrations. We do reserve the right to transfer domain ownership to NPN of domain names which are connected to accounts with a negative balance. Refunds are never available for domain registrations and set-up fees.

30-Day Money Back Guarantee:

NPN offers an unconditional 30-day money back guarantee that covers cancellations of a web hosting, developer hosting or reseller hosting account made during the first 30 days of service, due to the inability to deliver satisfactory services. As a part of our mission to achieve industry-leading customer satisfaction, the customer will be refunded all hosting charges by the same means the initial payment was made, minus any set-up fees which are non-refundable. The guarantee does not apply to accounts with non-use, misuse, and/or abuse of this agreement. Domain name registrations are also non-refundable. Any pre-sales questions regarding the 30-day money back guarantee should be forwarded to sales@nnp.com.np. Any other questions regarding the 30-day money back guarantee should be send to cancellation@nnp.com.np.

Suspension and Termination:

At the sole discretion of NPN, for any reason set forth herein or in the event that you breach any term of this agreement including but not limited to payment of fees or any violation of the acceptable use policy, NPN may suspend your account by deactivating any access by you and/or by web users to any information contained on the NPN servers related to your account. Suspension shall specifically include the disabling of your hosted domain and/or any access to information or data related to your account. In the event of any such suspension, you will be notified. At the option of NPN, you may be given an opportunity to correct such breach or violation. Upon being notified of an opportunity to correct such breach or violation, if such breach or violation is not corrected, the account may be terminated. Service charges will continue to accrue on suspended accounts as if they were not suspended. You will remain responsible for the payment of any such charges during any such period of suspension.

Termination - This agreement and all of its terms shall remain in full force and effect until it is terminated. Termination shall include the removal of any and all of your information from the NPN servers. Such information or data may or may not be made available to you by NPN after any such termination. This agreement may be terminated either after a period of suspension as indicated above or per any moment at the sole discretion of NPN. In the event of termination, there will be no refund provided to you.

Assignment:

Your rights under this agreement may be assigned only upon prior notice and express approval by NPN. Any other attempted transfer or assignment of rights hereunder shall be null and void.

You have all rights to transfer, sell, or modify your domain name to another person or individual, provided this is permitted by the TLD domain registrar. If you decide to sell or transfer your domain name and NPN is the domain name registrar, please request our "domain name transfer instructions" by sending an email to support@nnp.com.np. We will send you the specific details

and information about transfer of ownership.

Web hosting services accounts from NPN are not transferable and cannot be assigned to another individual.

Amendment:

NPN may without advance notice amend this agreement from time to time, and will do so by posting the new agreement on the NPN websites in place of the old agreement. Each and every such amendment shall become effective immediately for all pre-existing and future accounts. If any material modification to this agreement is unacceptable to the customer, it shall be customer's responsibility to terminate the agreement. If the customer does not terminate the agreement within 15 days of the material modification, then customer's continued use will mean that customer has accepted the amended or modified agreement and the agreement is in full force and effect. For customers who do terminate the agreement within the aforementioned 15 days the previous version of the agreement will stay in place in full force, until the account has been terminated.

Date of activation of this agreement: 08 March 2009

Version of this agreement: 0.6