

TERMS & CONDITIONS FOR WEB DEVELOPMENT

1. Definition of Terms

- 1.1. "GCL" – Grameen CyberNet Ltd., hereinafter referred to as GCL, includes the management, any/all affiliated organizations and both human and technical resources of Grameen CyberNet Ltd.
- 1.2. "Client" – Applicant party/parties requesting product or service of GCL in exchange of agreed payment shall be referred to as client.
- 1.3. "Work" – Any requested development project deliverable to client as a one-time work, and excludes subscription services.
- 1.4. "Renewal Date" - The date 30 days prior to the date on which the initial term expires. Applicable to subscription services including domain registration, hosting, maintenance etc.

2. Client Obligations

2.1. Content

Client is responsible for providing all content - including text, images, logos, multimedia and all data - for the site which shall be accurate, and complete. CLIENT REPRESENTS AND WARRANTS THAT IT OWNS OR HAS OBTAINED PERMISSION TO USE ALL CONTENT, FOR WHICH PERMISSIONS OR AUTHENTICATIONS WERE TAKEN AND SHALL BE CLIENT'S SOLE RESPONSIBILITY.

2.2. Acceptable Use Policy

Client shall not post, upload, store, distribute or transmit any material on its site that can be considered inappropriate by law. Inappropriate use includes but is not limited to distribution of unsolicited bulk e-mail, commonly known as spamming, the transmission of viruses, mail-bombing, any tool or action that compromises the security of any other site, pornography and copyrighted, trademarked and other proprietary material used without proper authorization. Such use or transmission of unlawful material could subject client to criminal as well as civil liability in addition to immediate termination of GCL services.

2.3. Delivery of Work

During development of work, client(s) may be asked to meet with developers at a mutually agreed time at GCL office for consultation. Before final delivery of work client(s) will be given opportunity to review the work in presence of developers and suggest modifications or certify completion. AFTER DELIVERY OF THE ABOVE MENTIONED WORK, GCL WILL NOT PROVIDE ANY FREE-OF-CHARGE CORRECTION/ALTERATION, AND WILL NOT BE LIABLE FOR ANY UNFULFILLED REQUIREMENT(S).

3. Billing & Payment

- 3.1. Client will be billed for GCL services according to the current pricing set by GCL at the time of agreement.
- 3.2. 50% of total development charge will have to be paid by cash or A/C Payee check in advance before development of any website.
- 3.3. Upon receipt of 100% of development, hosting, domain and other purchased service charges, the website will be activated.
- 3.4. Payment of recurring bills will have to be paid in cash or A/C Payee check on or before the renewal date mentioned on the bill. Methods of payment will be outlined in each bill.
- 3.5. Failure to make on-time payment may result in service termination without prior notice.

4. Confidentiality

- 4.1. During the term of this Agreement, GCL and client may exchange certain proprietary and confidential information in connection with the work. Any confidential information designated as such in writing by the disclosing party prior to or at the time of disclosure shall be maintained by the recipient in strict confidence, shall not be disclosed to third parties unless required to do so by law, and shall not be used for its own benefit.
- 4.2. The client shall protect the secrecy of the administrative access password(s) assigned to him/her at all times and shall ensure the same is not revealed or disclosed in any manner. GCL will not be responsible for any unwarranted changes, loss or damage incurring from misuse of access authorization.
- 4.3. GCL will strictly maintain secrecy of domain, hosting and other administration access password(s) unless required for website operation or legal bindings. CLIENT(S) WISHING TO TAKE CONTROL OF DOMAIN AND/OR HOSTING ADMINISTRATION MAY REQUEST SO IN WRITING TO THE MANAGER, WEB DEVELOPMENT, GRAMEEN CYBERNET LTD. UPON TRANSFER OF SUCH ACCESS RIGHTS GCL WILL RENOUNCE ALL RESPONSIBILITY AND LIABILITY OF SITE OPERATION WHICH INCLUDES BUT IS NOT LIMITED TO SITE MALFUNCTION AND DAMAGED/LOST DATA.

5. Duration & Termination

Validity of this agreement remains in effect throughout the duration of services subscribed by the client or until delivery of work. Either party may terminate this agreement after thirty (30) days written notice to the other. In the event of such termination, GCL shall be compensated in full for any phase of the work which has been commenced by GCL; for any equipment that GCL has purchased on behalf of client; and for all other work otherwise performed. GCL SHALL HAVE THE RIGHT TO TERMINATE OR SUSPEND ITS SERVICES AND ANY OTHER AGREEMENT AMONG THE PARTIES AT ANY TIME IF CLIENT FAILS TO MAKE PAYMENTS WHEN DUE UNDER ANY AGREEMENT AMONG THE PARTIES. Termination of agreement/service may also result from client's unacceptable use outlined under clause 2.2: Acceptable Use Policy.

6. Warranties & Liability

Client acknowledges that the work is provided "AS IS." Neither GCL nor any of its employees or agents warrant that GCL's web service will be uninterrupted, error free or secure. ANY STATUTORY OR OTHER WARRANTY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. Under no circumstances will GCL be liable to the client or any other person for any loss or damage caused by the client's site.

7. GCL Rights & Obligations

- 7.1. GCL reserves the right to manage and control the access to computer systems and data in the system in a manner deemed appropriate by GCL.
- 7.2. GCL RESERVES THE RIGHT TO CHANGE PRICE OF SERVICE WITHOUT PRIOR NOTICE AND THE ABOVE MENTIONED CONDITIONS AS AND WHEN NEEDED.