

Website Service Agreement

It is our intent to serve our clients to the best of our ability. One way we do this is by having a simple, yet clear agreement between Gemini Solutions Nepal Pvt. Ltd. and the Client (Mr/Mis/Mrs.).

This Website Hosting Agreement (this "Agreement") is entered into this "Sample Date". ("Effective Date) between Gemini Solutions Nepal Pvt. Ltd. (the "Company") with Mr/Mis./Mrs _____ (the "Client") , for the period of 1 year starting from Effective Date.

These are the terms of our agreement together:

1. **Purpose and Authorization:**

The Client is engaging GSN, for the purpose of website hosting and developing and/or improving a website to be installed on the Client's web space provided by GSN or on a Client's web hosting service's computer. If Client's web hosting service is used, then the Client authorizes GSN to access this account, and authorizes the web hosting service to provide GSN with "written permission" for the Client's web space.

2. **Website Hosting Space:**

GSN shall provide client with the mentioned space in Section 11 for the website hosting purpose only. Client should use this space solely for the hosting of the single client's domain. It is Client's responsibility to ensure that the space only contains the files related to the hosted website.

3. **Responsibility for Use:**

The service is to be used for information, tourism, business promotion and legal businesses only. Any unlawful activities that violate Nepali law and communal harmony are strictly prohibited. This includes but not limited to, copyright material, material legally judged to be threatening, obscene or material protected by trade secret. The service may not be used for any unlawful purpose such as, sending/receiving from any person any message which is offensive on moral, religious, communal or political grounds, or is abusive or of any indecent, obscene or menacing character, or for persistently sending message without reasonable case or for causing any threat, harassment, annoyance, inconvenience or needless anxiety to any person. Spamming (sending unsolicited mails to others) is strictly prohibited. Having found involved in such activity the account will be terminated immediately and all amounts paid will be confiscated.

The Client and/or its staff shall protect the secrecy of its identification and/or password assigned to it at all times and shall ensure that it is not revealed or disclosed in any manner to any person. The Client shall be fully responsible for and shall bear all charges, losses or damages arising from any user identification and/or password however the same may arise.

The Client and/or its staff may not attempt to gain access to any computer system connected to the Internet without authorization by the owner of the computer system/s; and use the service to access or information or resources which are private to individuals and organizations, unless permission to do so has been granted by the owner/s of holders of the rights to such resources and information.

4. Designated Client Representative:

To ensure effective communication and an efficient design process between the Client and GSN, the Client agrees to designate a single representative to work directly with GSN. The representative will ensure ALL content has reached final approval within their organization before submitting the finalized content to GSN.

<p><u>Designated Client Representative</u></p> <p>Name: Mr/Mis/Mrs. Phone : xxxxxxxxxxxx Date : __, ____, ____</p>	<p><u>GSN Representative</u></p> <p>Name: Mr/Mis/Mrs. Phone : xxxxxxxxxxxx Date : __, ____, ____</p>
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Changes made to content that has already been submitted by the representative may result in additional charges at Rs. 200 / hour.

5. Website Maintenance:

The Client understands that once the website is completed and installed to the Clients web space the Client takes on the responsibility of maintaining all aspects the site, such as text, images, video and sound files. If not, GSN will provide a list of Content Management System (CMS) which will assist the Client in maintaining the site. The Client is responsible for the cost of the CMS deployment. GSN will make changes to the site per the Clients request as per the scope of website agreed upon in section 9.

6. Assignment of Project:

GSN reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

7. Legal Stuff:

GSN does not warrant that the functions contained in the website will be uninterrupted or error-free. In no event will GSN be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out the operation of or inability to operate these web pages or website. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability or any remaining provisions.

8. Copyrights and Trademarks:

The Client represents to GSN and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to GSN for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend GSN and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

9. Services Provided to Client by GSN and Their Estimated Prices

Our pricing, services and fees are as follow:

Annual Cost

Description	Type	Qty	Price
<u>Hosting Package</u>			
<ul style="list-style-type: none"> ➤ Space Unlimited ➤ Traffic Unlimited ➤ Mail Boxes Unlimited ➤ MySql Database ➤ Control Panel ➤ Domain Name System maintenance 	(PACKAGE)	1	Sample
<u>DNS (1 Year Package)</u>	(PACKAGE)	1	Sample
<u>E-commerce Website</u>	(PACKAGE)	1	Sample
Total Amount			Sample
VAT 13%			Sample
Total Annual Cost			Sample

10. Payment Schedule:

Fees to GSN are due and payable on the following schedule:

- a. 50% of the GSN web solutions package upon signing of this Agreement.
- b. 50% of the GSN web solutions Package after completion the project.
- c. 100% of the GSN web hosting package upon signing of this agreement

11. Initial Payment, Final Payment and Cancellation:

The estimated cost of this agreement is Rs. 00000. This agreement begins with an initial payment of Rs 00000. Please note taxes are applicable on the above estimated cost as per the Govt. of Nepal Tax Rules. If the Client halts work, any work completed up to the cancellation date will be billed to the Client. The Client is responsible to pay for any work completed which is not covered by the initial deposit.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.



On behalf of the Client (authorized signature)

On behalf of GSN (authorized signature)

Name : Mr/Mis/Mrs.

Position: _____

Date : __, __, ____

Name : Mr/Mis/Mrs.

Position: _____

Date : __, __, ____