



Rev: 28<sup>th</sup> June

*NETAccess*  
Dot Com

2011 

YOUR GATEWAY TO THE NET!

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NETAccess Dot Com Hosting Services Agreement & Policies

## Web/Email Hosting Services Agreement

### SERVICE TERM:

Twelve (12) Months, Self-Renewable for further Twelve (12) Months.

WHEREAS, NETAccess Dot Com is a Web Presence Provider connected to the Internet. NETAccess Dot Com offers storage and transfer services over the Internet through access to its Web Servers;

WHEREAS, you as the client seeks to utilize NETAccess Dot Com's server for its own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, NETAccess Dot Com can make no guarantee that any given reader shall be able to access NETAccess Dot Com's server at any given time. NETAccess Dot Com represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows;

### A. Financial Arrangements:

1. Client agrees to a yearly contract, beginning upon NETAccess Dot Com's receipt by fax, electronic mail, mail or express mail of the contract or payment.
2. First year's payment plus setup charges, if any, shall be due upon receipt of contract.
3. This agreement will automatically renew unless cancelled in writing 14 days prior to the yearly renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to Contract revisions.

### B. Taxes:

NETAccess Dot Com shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client or NETAccess Dot Com's server. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

\*\*\*\*\*The space is left intentionally blank\*\*\*\*\*

**C. Responsibilities:**

NETAccess Dot Com exercises no control whatsoever over the content of the information passing through the network. NETAccess Dot Com make no warranties or representations of any kind, whether expressed or implied for the service it is providing. NETAccess Dot Com also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of NETAccess Dot Com is at the Client's own risk and NETAccess Dot Com specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and do not represent guarantees of available end-to-end bandwidth. NETAccess Dot Com expressly limits its damages to the Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. NETAccess Dot Com specifically denies any responsibilities for any damages arising as a consequence of such unavailability. In the event that this material is not "Server-ready", NETAccess Dot Com may, at its option and at any time, reject this material, including but not limited to after it has been put on NETAccess Dot Com's Server. NETAccess Dot Com agrees to notify Client immediately of its refusal of the material and afford Client the opportunity to amend or modify the material to satisfy the needs and/or requirements of NETAccess Dot Com. If the Client fails to modify the material, as directed by NETAccess Dot Com, within a reasonable period of time, which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.

**D. Trademarks & Copyrights:**

Client warrants that it has the right to use the applicable trademarks, if any and grants NETAccess Dot Com the right to use such trademarks in connection with NETAccess Dot Com's Server service.

**E. Age:**

The Customer certifies that he or she is at least 18 years of age.

**F. Internet Etiquette:**

Electronic forums such as mail distribution lists and Use Net news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate.

Of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of NETAccess Dot Com may not be used to impersonate another person or misrepresent authorization to act on behalf of others or NETAccess Dot Com. All messages transmitted via NETAccess Dot Com should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access. NO SPAMMING, PROVEN SPAM WILL RESULT IN IMMEDIATE TERMINATION OF SERVICE WITH NO REFUNDS.

Customer's Initial	
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**NETAccess Dot Com (SA-0163933-H)**

Address: No. 196-G, Persiaran Pegaga, Taman Bayu Perdana,  
41200 Klang, Selangor, Malaysia.

Tel: + 6(03) 3323 7220 / 3323 7221 Fax: + 6(03) 3323 2382

Website: <http://www.netaccess.my> Email: [info@netaccess.my](mailto:info@netaccess.my)

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**G. Termination:**

Either party, without cause, may terminate this Agreement by giving the other party 14 days written notice. Notwithstanding the above, NETAccess Dot Com may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement. No refund will be available if user terminated before contracted period.

**H. Limited Liability:**

1. Client expressly agrees that use of NETAccess Dot Com's Server is at Client's sole risk. Neither NETAccess Dot Com, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that NETAccess Dot Com's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the NETAccess Dot Com Server service, unless otherwise expressly stated in this Agreement.

2. Under no circumstances, including negligence, shall NETAccess Dot Com, its offices, agents or any one else involved in creating, producing or distributing NETAccess Dot Com's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the NETAccess Dot Com Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to NETAccess Dot Com's records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on NETAccess Dot Com's Server service.

3. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount, which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs.

**I. Lawful Purpose:**

Client may only use NETAccess Dot Com's Server for lawful purpose. Transmission of any material in violation of any International, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. NETAccess Dot Com expressly forbids anyone from using NETAccess Dot Com's servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable, including, but not limited to pornography, satanic materials, and any and all materials of an adult nature. This also includes links or any connection to such materials. The designation of any materials as such described above is left entirely to the discretion of the NETAccess Dot Com management.

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**J. Indemnification:**

Client agrees that it shall defend, indemnify, save and hold NETAccess Dot Com harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against NETAccess Dot Com, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless NETAccess Dot Com against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with NETAccess Dot Com's Server; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold on NETAccess Dot Com Server's.

**K. Contract Revisions:**

Revisions to this Contract will be applicable to previous Contracts. Revisions will be considered agreed to by the Client on renewal of NETAccess Dot Com Services as specified in Section A. Financial Arrangements.

**L. Content Clause:**

Client agrees not to publish adult-related, pornographic, or otherwise publicly offensive material using NETAccess Dot Com's server. All content is subject to denial at any time on the basis of controversial media. This Agreement constitutes the entire understanding of the parties. Any changes or modifications to this Contract thereto are agreed to by the both parties upon renewal of services. This Agreement shall be governed and construed in accordance with the Malaysia laws.

**M. Security:**

In any case that if NETAccess Dot Com's server(s) is under attack by either virus or hacker, NETAccess Dot Com reserved the right to unplug the network cable from our server until further notice.

**N. Email:**

NETAccess Dot Com reserved the right to block/denied any email which are consider as unsolicited/spam/chain email/non-daily office operation related email which send/receive through NETAccess Dot Com email filtering system.

**O. Anti-Spam Solution:**

NETAccess Dot Com uses multiple filtering/Anti-SPAM mechanism to protect client from spammer spam mail. Features like greylisting, DNS/IP Blacklisting/SPF, attachment filtering and etc may delay/denied/reject some of the mail to reach client mailbox. In any cases that the mail can't reach client mailbox due to reason like DNS/IP Blacklisting, client sender will/might receive a bounce back error in sender mailbox. NETAccess Dot Com is not responsible for lost or corrupted messages due to Anti-SPAM filtering and shall not be liable for any lost as state in Section J.

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## Web Services Policies

### Introduction

In order for us to give the best services to all our clients, we have set out the following policies. These policies may change from time to time without prior notice. Please read them before purchasing our products. NETAccess Dot Com reserves the right in refusing to host any site deemed unsuitable. The determination of what is deemed unsuitable or prohibited shall be solely made by NETAccess Dot Com.

NETAccess Dot Com reserves the right to refuse its services or access to any account deemed to have been used inappropriately. Violation of policy will result on immediate suspension of the account involved without refund.

### Disallowed Site

NETAccess Dot Com will not host the following sites:

- Sites containing pornographic, adult materials, sexual explicit images or links to adult sites.
- Sites containing materials that violates the copyright act such as MP3, pirated software, etc.
- Sites containing racism, illegal activities, and defamatory remarks.
- Sites containing products on hacking, intrusion or violation of security systems.
- Spamming or the act of sending bulk unsolicited e-mails to irrelevant groups of people.

### Response Time

NETAccess Dot Com shall use commercially practical and reasonable efforts to ensure acceptable response times for client. Any support email/ticket that reach NETAccess Dot Com support mailbox ([support@netaccess.my](mailto:support@netaccess.my)) will be response within 24 hour.

However, no assurances are given regarding any minimum response time during following maintenance definitions.

### Definitions

- *Scheduled Maintenance Window*: Unless categorized as an emergency maintenance window, NETAccess Dot Com follows a weekly maintenance schedule.
- *Scheduled Downtime*: Scheduled time to perform routine, non-emergency or emergency maintenance on Hardware, Software or related equipment.
- *Downtime/Emergency Downtime*: Time that the system is not available which is not Scheduled Downtime or Scheduled Maintenance Window.

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## Billing

The billing cycle will be with accordance to the packages purchased or domain name purchased. The date when the customer signs up will be the billing date. In a situation where the clients were unable to settle their bills, we will suspend the account involved and may terminate the account if no further actions were taken.

## Cancellation of service

The cancellation of service must be made in writing with at least two weeks (14 days) notice. No refund will be made to any cancellation of service unless there are deposits involved where in this case, the deposits will be refunded once everything else is settled. Refunds will be given at the discretion of the Company Management.

## Liability

In no circumstances or at any time will NETAccess Dot Com be held liable for any claims resulting from loss of data or information to client's business. The use of e-mail and web hosting services is under client's sole risk. NETAccess Dot Com will not be held liable to any problems arising from, but not limited to, domain name problems, Internet bandwidth, power outages, Internet connectivity or unauthorized access.

## Modification

NETAccess Dot Com reserves the right to add, delete, or modify any provision of this Web Services Agreement & Policy at any time, without notice.

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\*\*\*\*\***END OF AGREEMENT & POLICY**\*\*\*\*\*

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To : NETAccess Dot Com

**Re : Web Service Agreement & Policy (Rev. 28<sup>th</sup> June 2011)**

I / We agree for the above terms and conditions apply.

Authorized Signature (With Co. Chop) :

Name & Position Hold :

Date :

\*\*\*\*\***END OF AGREEMENT CONFIRMATION**\*\*\*\*\*