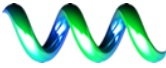


**WINMEDIA SOLUTIONS**

**Terms and Conditions**



## Web-designing and Developing Terms and Conditions

### 1. Hosting service:

If Third Party hosting service is used instead of Winmedia Solution's services;

- The client must authorize full access of the hosting server to Winmedia until the project is completed.
- Winmedia Solutions will not be responsible for functionality problems if they are related to third party hosting service and downtime problems of the third party server
- Charges for Email Setup and Server configuration (if required) will be separate than the web-designing and developing charges.

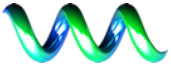
If Winmedia Hosting Service is used:

- There will be no extra service charges for server configuration or email set-up
- After the completion of the project, the hosting control panel will be handed over to the client. Winmedia will provide support for hosting server related issues via email. Please refer to our article named "hosting terms and conditions" below.

### 2. Payment Terms

Total project cost and required completion time will be conveyed to the client via email before the commencement of the project. Please note:

- For **ALL Projects**
  - Half (50%) of the Web-designing and Developing charges are payable in Advance before the commencement of the project and.
  - Remaining half (50%) are payable upon completion.
- Client is liable to make advance payment in the beginning of the project. If advance payment is not made at the beginning or is delayed for more than 15 days of the beginning of the project, the entire amount of the project becomes payable.
- Upon completion, an email notification with the invoice for the balance payment will be sent to the client, if the client fails to pay within 5 working days of the invoice date;
  - For project valued below PKR 50,000: an additional payment of 10% of the due amount will accrue after every 2 days.
  - For project valued above PKR 50,000: an additional payment of 10% of the due amount will accrue after every 5 days.
- We accept ALL payments via:
  - Cross-Cheque in Mail
  - Bank/Wire Transfer
  - Online Bank Transfer
- Bank details will be provided on the invoices.
- If a Cheque bounces, a penalty of PKR 1500 will apply
- Once all the dues are cleared, Winmedia hand-over all the passwords to the client via email.
- **The Winmedia billing team** will handle all payment related issues and has full authority to suspend/terminate all services of a client if the client fails to pay any invoice. The Winmedia team reserves the right to suspend hosting services or retain all completed work if website charges are not fully paid.
- Accounts once suspended/terminated will have to pay a fee of PKR 3000 for re-activation irrespective of the balance on the account



### 3. Content

It is the responsibility of the client to provide all the content to Winmedia Solutions. Content includes text, images, logos, and forms. The Client can provide the content either by email or on a CD. Please note:

- If the client delays to provide the content, the delay will be added to the due date of the project.
- If the client does not submit the content within six weeks of the commencement date of the project, the entire amount of the project becomes due and payable.
- If the client wants Winmedia Solutions to gather the content themselves, the charges for these will be separate than the project cost. Client will be notified via email for the exact charges as they may vary from project to project.

### 4. Workflow

Before the commencement of the project, the agreed project requirements will be sent to the client via email. Please note:

For Project valued below PKR 50,000:

- After completion the client will have two (2) working days to test the website against the agreed requirements, if something is not according to the agreed requirements, Winmedia solutions will have up to five (5) working days to fix the problem and then will give client additional two (2) working days to test the website again.
- After completion of the project, any additional modification to design, structure or content will be charged at PKR 1000.00 per page, and any additional modification to functionality of the website will be charged at PKR 1200.00 per page.

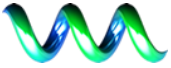
For Project valued above PKR 50,000:

- After completion, 2 weeks of free maintenance will be offered.
- After this 2 weeks maintenance periods, any additional modification to design, content or structure will be charged at up to PKR 1500.00 per page, and any additional modification to functionality of the website will be charged at up to PKR 2500.00 per function.

### 5. Client Amends

Winmedia Solutions prides itself in providing excellent customer service. That is the spirit of our business. To that end, we encourage input from the Client during the design process. We understand, however, that Client may request significant design changes to pages that have already been built to the Client's specification. To that end, please note that our agreement does not include a provision for "significant page modification" or creation of additional pages in excess of our agreed page maximum. If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page and that will accrue additional charges. Some examples of significant page modification at the request of the Client include:

- Developing a new structure to accommodate a substantial redesign at the Client's request.
- Recreating or significantly modifying the company logo graphic at the Client's request.
- Replacing more than 50% of the text to any given page at the Client's request.
- Creating a new navigation structure or changing the link graphics at the Client's request.



## **6. Copyright and Limited Liability**

It is the clients responsibility to unconditionally represent and guarantee Winmedia Solutions that the content furnished to Winmedia Solutions for inclusion in the Client's web site are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements. It is also the responsibility of the client to hold harmless, protect, and defend Winmedia Solutions from any claim or suit arising from the use of such elements furnished by the Client.

It is also the client's responsibility to make sure that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or Winmedia Solutions. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy

## **7. Design Credit**

Winmedia Solutions may put a byline on the bottom of each web page establishing design and development credit. The web site created for the Client may also be included in the Winmedia Solution's portfolio.

## **8. Non-Disclosure**

Unless directed by the Client, Winmedia Solutions will not at any time during progress or after completion of the project disclose any Confidential Information regarding the client or the clients business to any person whatsoever.

## **9. Cancellation**

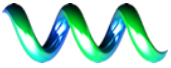
Cancellation of the project at the request of the Client must be made by an email or registered letter.

- In the event that work is postponed or canceled at the request of the Client by email or registered letter, Winmedia Solutions shall have the right to retain the original deposit.
- In the event this amount is not sufficient to cover the time and expense already invested in the project additional payment will be due.
  - If additional payment is due, this will be billed to the Client within 10 days of notification via email or registered letter from the client to stop work.
  - Final payment will be expected under the same terms as listed in Article 3 above.
- Winmedia Solutions will produce all the work that has been done up till that point of time and will deliver that work to the client.

## **10. Third Party or Client page modification**

Some Clients will desire to independently edit or update their web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. This is always an option for the clients. However, that if this option is selected and the Client or an agent of the Client other than Winmedia Solutions attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at PKR 500.00 per page.

Winmedia Solutions can maintain a backup of the Client's website on Client's request at an additional cost of PKR 2,500 per year to help the Client repair the damaged pages. The cost of PKR 100.00 per page will apply in fixing the website from the backup.



### **11. Service Limitations**

A Web-Designing and Development project and Web Application development project does NOT include a maintenance provision unless it is offered free with the contract.

### **12. Third Party Costs**

Third Party Costs such as Merchant Account setup costs, cost of applying with online service providers (e.g. online sms services) and cost of purchasing additional fonts, templates, plugins on the clients request apply separately and clients is liable to make these payments to Winmedia when and as required.

### **13. System deployment and end-user training terms**

For Project valued below PKR 50,000 the allocated deployment and end-user training time is two (2) days at max. Any time after that will be charged at PKR 750 per day.

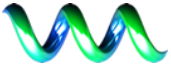
For Projects Valued above PKR 50,000 a maximum of five (5) working days of deployment and end-user training time is allocated. Any time above that will be charged at PKR 1000 per day.

After the completion of the project, any type of addition/modification/removal in the website structure or functionality at the clients request will be charged separately.

**Any abuse of our staff in any medium or format will result in immediate suspension or termination of all of the client's services.**

**In case of termination/suspension of services, the client will not be entitled to any kind of refund.**

**Note: Winmedia Solutions reserves the right to add/modify/update or remove any of the clauses of its terms and conditions at any time it pleases, with or without prior notification.**



## Hosting Terms and Conditions

### 1. Account Setup / Email on file

**We will setup your account after we have received payment.** Please note:

- It is the client's responsibility to provide us with an email address which is not @ the domain(s) the client is signing up under. If there is ever an abuse issue or we need to contact the client, the primary email address on file will be used for this purpose.
- It is the client's responsibility to ensure the email address on file is current or up to date at all times.
- Providing false contact information of any kind may result in the termination of the account.

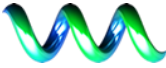
### 2. Payment Information and Account Cancellation

- Full (100%) of the **Hosting and Domain Registration Charges** are payable in Advance Annually irrespective of the total project value.
- The Client agrees to supply appropriate payment for the hosting services received from Winmedia, in advance of the time period during which such services are provided.
- The client also agrees that until and unless the client notifies Winmedia through registered post about the clients desire to cancel any or all services received, those services will be billed on a recurring basis.
- We accept ALL payments via:
  - Cross-Cheque in Mail, Bank/Wire Transfer, Online Bank Transfer
- Bank details will be provided on the invoices.
- If a Cheque bounces, a penalty of PKR 1500 will apply

### 3. Usage

All services provided by Winmedia may only be used for lawful purposes. The laws of the constitution of Pakistan apply.

- The client agrees to indemnify and hold harmless Winmedia from any claims resulting from the use of our services.
- Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work.
- The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account.
- Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email [info@winmedia.com.pk](mailto:info@winmedia.com.pk) with all the information required. If the request is of a licensing issue, we may require further documentation.
- Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of the client's direct control must be with expressed written consent from the third party.
- We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.



- Examples of unacceptable material include but are not limited to:
  - IRC Scripts/Bots
  - Proxy Scripts/Anonymizers
  - Pirated Software/Warez
  - Image Hosting Scripts (similar to Photobucket or Tinypic)
  - AutoSurf/PTC/PTS/PPC sites
  - IP Scanners
  - Bruteforce Programs/Scripts/Applications
  - Mail Bombers/Spam Scripts
  - Banner-Ad services (commercial banner ad rotation)
  - File Dump/Mirror Scripts (similar to rapidshare)
  - Commercial Audio Streaming (more than one or two streams)
  - Escrow/Bank Debentures
- Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of the services.
- **It is prohibited to use the hosting servers to backup personal data or data that is not directly related to the website**

#### **4. Resource Usage (applies to third part content, not to the content developed by Winmedia team)**

User may not:

- Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, mail bombers etc.
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- Participate in any file-sharing/peer-to-peer activities
- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc.
- Run cron entries with intervals of less than 15 minutes.
- Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
- To help reduce usage, do not force html to handle server-side code (like php and shtml).
- Only use https protocol when necessary; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.

**Any abuse of our staff in any medium or format will result in immediate suspension or termination of all of the client's services.**

**In case of termination/suspension of services, the client will not be entitled to any kind of refund.**

**Note: Winmedia Solutions reserves the right to add/modify/update or remove any of the clauses of its terms and conditions at any time it pleases, with or without prior notification.**