

## **TERMS AND CONDITIONS FOR THE PROVISION OF SHARED WEB HOSTING SERVICE**

Sri Lanka Telecom PLC (hereinafter called "SLT") shall provide the Shared Web Hosting Service as requested by the Customer (hereinafter referred to as 'Service') and the Customer shall obtain and continue to use the same subject to the "Terms and Conditions" stated herein as amended from time to time by regulations published under relevant legislation.

These terms serve as guidelines in addition to the information published in the SLT Website. Continued usage of the Service by the Customer shall be construed as adherence to all such terms.

### **01. Provision of Service**

SLT provides the Customer with Shared Web Hosting Service with the optional services of database hosting service, the backup Service and Web builder Service.

#### **Hosting Services**

- 1.1 SLT will provide Customer with the service of hosting a website of the Customer in accordance with the features and functionalities of the package selected by the Customer (hereinafter referred to as "Website") on the World Wide Web portion of the Internet on a server (hereinafter referred to as the "Host Server") which will be located in a restricted area of the Internet Data Center of SLT. (IDC) so that the Website is accessible to third parties via the World Wide Web portion of the Internet as morefully described herein (herein after referred to as 'Shared Web Hosting Service').
- 1.2 Shared Web Hosting Service shall be provided either as (i) Shared Web Hosting Service or (ii) both Shared Web Hosting Service and Data Base Hosting Services.
- 1.3 SLT is responsible only for providing the Shared Web Hosting Services, and not for providing any services or performing any tasks not specifically described in this Agreement.
- 1.4 Upon the Customer's Request SLT may provide services other than the Hosting services such as Backup service and Web builder service (collectively, the "Additional Services") which shall be listed out separately in an Annexure to this Agreement.
- 1.5 In the event of the Customer opting to obtain backup service and/or Web builder Service SLT shall charge extra for such services
- 1.6 For the purpose of this Agreement the Shared Web Hosting services and Additional Services together shall be called the "Services".

### **2. Customer Responsibilities.**

- 2.1 Customer shall provide SLT with a duly registered domain name and keep the same in force during the tenure of this Agreement.
- 2.2 Customer shall absolve SLT of inter alia repercussions of expiration of Domain Name Registration, loss of Website, loss of data.
- 2.3 Customer shall provide to SLT all materials comprising the Web Site (the "Customer Content"), in a correct format (which shall be specified by SLT in consultation with the Customer).
- 2.4 The Customer Content shall be properly adapted and translated by Customer for posting to the Host Server so that the Web Site may be accessed via the Internet.
- 2.5 Throughout the Term of this Agreement, Customer is solely responsible for all updates or modifications to the Customer Content.
- 2.6 The Customer shall abide by the currently applicable Acceptable Use Policy morefully posted under the IDC Website.
- 2.7 The Customer shall be solely responsible for Customer Content and keep SLT indemnified of its use, accuracy, Intellectual Property Rights and all third party claims on such Customer Content.

### **3. SLT Responsibilities.**

- 3.1 On a date (the "Installation Date") within a reasonable time of its receipt of the Customer Content, SLT will make the Web Site available on the World Wide Web. Thereafter, SLT will use commercially reasonable efforts, within the context of the terms and conditions set forth in this Agreement, to make the Web Site accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven(7) days a week, except for scheduled maintenance and required repairs.

### **4. Billing and Payment Terms.**

- 4.1 **Billing**  
Customer shall pay the fees ("Fees") set forth in the invoice on a monthly basis for the Services, may it be initiation charge or monthly rental and payment shall be made within thirty (30) days of the date of each invoice.
- 4.2 **Late Payment.**  
Customer's failure to pay any Fees upon due dates shall be a material breach of this Agreement, and SLT may, in addition to any rights available to it under the terms herein or law or in equity, do any or all of the following:
  - (i) charge interest at the rate of two per centum (2%) per month on the Fees that remain unpaid up to the date of complete payment;
  - (ii) suspend providing the Services, and terminate the Agreement without penalty;
  - (iii) require future payments hereunder to be made in advance of Services being rendered by SLT. Any suspension or termination of Services will not relieve Customer from the obligation to pay the Fees due for the Services already rendered. In the event of collection enforcement, Customer shall be liable to pay any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, and collection agency fees.

- 4.3 **Taxes.**

Customer shall pay or reimburse SLT of all sales, use, transfer, privilege, excise, levies and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the performance by SLT under this Agreement; excluding, however, income taxes on profits which may be levied against SLT.

### **5. Warranties.**

- 5.1 **Customer.**
- 5.1.1 **Customer represents and warrants that;**
  - (a) Customer has the power and authority to enter into and fully perform its obligations under this Agreement and to grant the rights granted in this Agreement;
  - (b) The content, material, messages and data transmitted or made available through the Services (including Customer Content) does not contain material that is inaccurate or that violates any applicable law, rule or regulation or public policy.
  - (c) The content, material, messages and data transmitted or made available through the Services (including Customer Content) does not infringe any common law or statutory right of any person or entity, including, without limitation, any proprietary, contract, moral, privacy or publicity right, copyright, patent, trademark, trade secret, or any other third party right.
  - (d) That Customer owns the Customer Content or otherwise has the right to post the Customer Content on the Web Site.
  - (e) The content, material, messages and data transmitted or made available through the Services (including Customer Content) do not contain any material that, in SLT's good faith, judgment, is obscene, threatening, malicious, defamatory, libelous, slanderous, pornographic or otherwise expose SLT to civil or criminal liability.
  - (f) Customer has obtained any and all authorization(s) necessary for hypertext links from the Web Site to other third party Web sites;
  - (g) Customer will not resale any of the Services obtained under this Agreement; and
  - (h) Customer will not use the Services to send unsolicited e-mails, or engage in any other offensive or harassing or disturbing conduct, or conduct that unreasonably interferes with SLT's ability to manage its network facilities or provide similar Services to other customers.

- 5.1.2 In addition to any other remedies set forth in this Agreement, SLT reserves the right to immediately remove from the Web Site, any material which violates any of the above warranties and/or to immediately suspend or disable any Services necessary to remedy any violation or potential violation of the above warranties.

### **5.2**

- SLT represents and warrants that
- (a) SLT has the authority to provide the Services
  - (b) SLT has the legal right and title to the Host Server.

### **6 Term and Termination.**

- 6.1 The initial term ("Initial Term") of this Agreement shall be one year, commencing from the date this Agreement is signed by both parties or the expiration of the registered domain name whichever comes earlier.
- 6.2 After the expiry of the Initial Term, this Agreement shall continue in periods of One (1) year, unless either party delivers a notice of termination sixty (60) days prior to the end of the previous one (1) year period.
- 6.3 The Customer may terminate this Agreement with sixty (60) days advance written notice to SLT, before the expiry of the Initial Term or within any subsequent period of one (1) year, either:
  - (i) if there is a breach of a material provision of this agreement by SLT OR
  - (ii) by paying to SLT all outstanding charges.
- 6.4 SLT may terminate this agreement if the Customer fails to pay to SLT any monies due and/or payable to SLT hereunder and such payment remains outstanding thirty (30) days from the date of SLT's Default Notice.
- 6.5 In the event of an early termination due to a breach of this Agreement by the Customer SLT shall be entitled to claim 50% of the Fees due on the remaining contract period as damages for default.

### **7. Indemnity**

The Customer shall indemnify and hold harmless SLT against any claim, action, demand, expense, loss or other liabilities whatsoever which may arise as a result of inter alia the Customer's negligence and/or omission and/or failure to fulfill the Customer's obligations under this Agreement, including but not limited to the infringement or alleged infringement by the Customer of any intellectual property rights arising out of the use of the Service, the use of the Service by the Customer for illegal or immoral purposes or for the transmission and/or introduction of harmful computer viruses or programmes into inter alia telecommunication networks, computer systems, computers and computer apparatus, any unauthorized use of the Service and the violation of any applicable laws and regulations by the Customer.

### **8. Exclusion of Liability**

The Customer shall have no claim for damages consequential or otherwise or any other claim whatsoever against SLT on account of loss of revenue, loss of data business or any other basis, either for itself or for any third party, consequent to the suspension, removal, disconnection or termination of the Service provided by SLT.

### **9. Disclaimer**

SLT shall not, under any circumstance whatsoever, be liable to the Customer for any loss or damage sustained directly or indirectly by the Customer or its customer(s), licensees or agents and others holding under the Customer, due to the reason of the failure of the Customer to maintain its network in proper order, free from computer viruses or harmful programmes being

introduced or been let into/or transmitted either through the use of an apparatus or otherwise into a telecommunication network while the use of SLT service. SLT shall also not be liable for any loss or damage sustained by the Customer due to reason of failure, breakdown or interruption of the Service whatsoever, notwithstanding the cause of such failure, breakdown or interruption of the Service and however long it shall last. Furthermore, no reduction.

**10. Intellectual Property Rights**

**10.1 Customer IPR.**

10.1.1 As between SLT and Customer, Customer shall retain all right and interest, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights, in the all material provided by the Customer for the Website (hereinafter referred to as "Customer Content").

10.1.2 Customer assumes sole responsibility for the accuracy of all Customer Content or other materials provided to SLT.

10.1.3 Customer hereby grants SLT a non-exclusive, royalty-free license for the Term of this Agreement to use, copy, modify, adapt, perform and display the Customer Content solely as necessary to fulfill its obligations pursuant to this Agreement.

10.1.4 Upon termination or expiration of this Agreement for any reason whatsoever, all rights granted to SLT pursuant to this Section 5.1.3 shall immediately revert to Customer.

**10.2 SLT IPR.**

10.2.1 SLT retains all rights to the Hosting Services and any computer hardware, software, or other equipment, including the Host Server, its operating system and web service used to provide the Hosting Services (collectively, the "SLT Equipment"). At no time shall Customer have any ownership, property, or any other rights in, nor a claim or lien on, any of the Hosting Services or the SLT Equipment.

10.2.2 The Customer acknowledges that all the intellectual property in relation to this Service belongs to SLT and the Customer shall not misuse, modify, reverse engineer, decompile or disassemble any software used by SLT in provisioning the Service

**11. Notice.**

11.1 Any notice required to be given to SLT with regard to Shared Web Hosting Service shall be given in writing to the Deputy General Manager – IDC, Sri Lanka Telecom PLC, Lotus Road, Colombo 1 or on Facsimile No: + 94 11 2387918 or to the e-mail address idcnotice@sltidc.lk.

11.2 Any notice required to be given to the Customer shall be given to the person named under item 2.0 – Contact Information in the Shared Web Hosting Registration Services application form.

11.3 Any notice so given shall be deemed to have been duly given if sent as stated above (i) if delivered by hand, upon receipt thereof, (ii) if sent by Registered Post, Three (03) working days after posting (iii) if sent by facsimile transmission, upon electronic confirmation thereof.

**12. Confidentiality**

The Customer hereby undertakes to SLT, that the Customer will keep in the strictest confidence, except where disclosure is required by law, any confidential or proprietary information or intellectual property of any nature belonging to SLT which may come into the Customer's possession or to the Customer's knowledge during the Customer's association with SLT, except where the prior written consent of SLT is obtained

**13. Injunctive Relieves**

13.1 The Customer acknowledges that in the event of breach or alleged breach or an imminent threat of a breach of this Agreement or conditions under Confidentiality Clause, SLT shall be entitled to seek injunctive relieves and other relieves ordering the Customer of specific performance of such terms.

13.2 The Customer hereby consents to the entry of such order and such injunctive relief and waives off any requirement of making a bond as a condition of obtaining such relief.

13.3 The right to injunction and specific performance is cumulative and in addition to all other legal and equitable rights and remedies SLT may have under this Agreement.

**14. NO OTHER WARRANTY.**

OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ANY EQUIPMENT PROVIDED (INCLUDING, WITHOUT LIMITATION, THE SLT EQUIPMENT) AND ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT ARE PROVIDED AND PERFORMED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. SLT DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER WARRANTIES, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SLT DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

**15. Force Majeure**

SLT shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance of SLT's obligations resulting from acts beyond the control of SLT, including without limitation, acts of God, acts or regulations of any governmental or supra-national authority, war, terrorist activities or national emergency, accident, fire, lightning, riot, civil commotion, explosions, strikes, Lockouts, industrial disputes (whether or not involving SLT's employees) or epidemics. However, force majeure shall not include insufficiency of funds or failure to make any payment required under this agreement.

**16. Termination**

Further to the Web Hosting Agreement hereunder, SLT shall be entitled to terminate these presence if;

- (i) The Customer fails to perform or commits a breach of the Customer's obligations hereunder or is found to be in breach of the Customer's warranties and/or representations hereunder
- (ii) The Customer enters into liquidation or compounds with the Customer's creditors or suffers any similar action in consequence of debt.
- (iii) The Customer is ordered or directed to cease or suspend its operations or activities under these presence or within the context of these presence.
- (iv) Upon receipt of regulatory orders or instructions from a state body to that effect

(v) If the Customer uses the Services for illegal or immoral activities or criminal action has been taken or is in the process of being taken against the Customer against the manner of using any part of the Services

(vi) If the Customer's agreement with any other person or body of persons, either regulatory or otherwise, either in this country or abroad, is determined or any person whose consent is required for the effective operation of the Service withdraws such consent

**17. Miscellaneous.**

**18.1 Publicity**

SLT may use the name and identify of the Customer as a SLT Customer, in advertising, publicity, or similar materials distributed or displayed to prospective Customers without further notification to the Customer.

**18.2 Relationship**

SLT and its personnel, in the performance of this Agreement, are acting as independent contractors and not employees or agents of Customer. The provisions hereof shall not be construed to interpret the Customer as the agent or employee of SLT.

**18.3 Amendments**

No amendment, change, waiver, or discharge hereof shall be valid unless it is in writing and signed by the authorized signatories of both parties.

**Governing Law**

This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and any dispute be settled by Courts of Sri Lanka.

**18.4 Assignment**

Customer shall not assign, without the prior written consent of SLT, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

**18.5 Waiver**

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

I/We do hereby agree to abide by the General Terms and Conditions stated below together with the Special Terms & Conditions for the Shared Web Hosting Service and those which may be enforced in future by Sri Lanka Telecom PLC (SLT)

.....  
Customer signature/s

.....  
Common Seal

.....  
SLT