

## Terms and Conditions Website Development

Integer technology & Solutions Pvt.Ltd provides website services, with the help of its Service Providers pursuant to the terms and conditions set forth below. This Agreement shall continue to be in full force and effect for one year from the date of domain registration. By paying for the service you agree to use the services in a manner consistent with and abide by the terms and conditions as set forth below. The reference to terms and conditions in these presents terms and conditions of the Central Registrar also.

### **MODIFICATION OF TERMS OF SERVICE:**

INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD its service providers may at any time modify the terms and conditions ("Terms") of the Service without any prior notification to you. You can access the latest version of the Terms on <http://www.intspvt.com>. You should regularly review the Terms. In the event the modified Terms are not acceptable to you, you should intimate the same to us. After receiving your refusal INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers shall discontinue updating the site and may remove the contents provided by you. In that event the domain will remain with INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers till its due date and thereafter may become free. INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers may or may not make any effort to get the name transferred in your name.

### **Accounts cannot be used for any of the following purpose:**

- Spamming or sending UCE (Unsolicited Commercial Mail). Spamming includes the transmission of any form of mail that can be interpreted as junk mail or mail generated via a distribution list which the recipient has not specifically requested;
- Software piracy
- Distribution of pornographic material
- Hacking or attempting to use machine or network resources for unlawful / illegal purposes.
- Developed website will never use any type of fraud work in working area by client. If it is found company will close website with saving data for any legal side

Any account violating any of the terms of this Agreement will be terminated immediately and no refunds will be issued, notwithstanding penal provisions under the Indian Cyber laws or any other allied laws enacted by the Government of India or any other statutory, legislative or regulatory authority authorized in this regard from time to time.

### **SCOPE OF SERVICES:**

INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD its service providers provide the domain name for publishing the contents provided by you in addition to its own contents as INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers may choose to publish. After one year you may decide

to purchase the domain name and hosting package from INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers at the price decided by INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD. Till then INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers shall own, maintain, and control any and all Internet Protocol (“IP”) numbers and addresses that may be assigned to you and that INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers reserves the right to change or remove any and all IP numbers and addresses at its sole discretion.

**You shall be solely responsible for providing the “Upload Materials” on your website, and you hereby warrant that all Upload Materials shall be owned and/or properly licensed by you and shall not adversely impact the Services or violate any rights of any third party .** You shall be responsible for ensuring that all Upload Materials will function properly and as intended. You agree and understand that you shall be solely responsible for the Upload Materials whether publicly or privately and that INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD shall not be responsible for any content posted or transmitted through the use of this service. Any and all materials published on the concerned website shall be deemed to be provided by you and you should immediately inform us for any discrepancy. You acknowledge that the site may be hacked or defaced by hackers or third party. You agree and understand that the website may not be available sometimes due to the uncertainties of the server. During the period you avail of the services in terms of this Agreement, you hereby grant to INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers a non-exclusive, royalty-free, worldwide right and license to digitally display and host your website and its content, and to use its trademarks, service marks, trade names, logos and other commercial or product/service designations in connection with the website and such Services.

INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers make back-ups of websites regularly for the purpose of server restoration only. INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers make no guarantees of any kind, either express or implied, as to the integrity of these back-ups. You shall be responsible to maintain local copies of your website / data and provide the “Upload Materials” whenever these are required.

INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers reserves the right to monitor its systems electronically and to access and disclose any information registered/disclosed by you, as permitted or required by any law, regulation or other governmental request to operate its systems properly, to protect itself and or its account holder’s/registrants or for any other reason which INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers in good faith deems necessary.

INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers will fully cooperate with law enforcement authorities and agencies in investigating the suspected lawbreakers and reserves the right to report to law enforcement authorities and agencies of any suspected illegal activity it becomes aware of.

#### **CONTENT POSTED ON THE SITE OR USED IN THE EMAILS:**

INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers reserves the right to refuse to publish any content, messages or material (collectively, “Content”) that in its sole judgment violates the Terms of Use or which might be offensive, illegal, or that might violate the rights, or cause harm or threaten the safety of other INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers users/Registrants/Members, INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers

or any third party.

The following is a non-exhaustive list of Content that is illegal or prohibited

- Involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming”;
- Provides instructional information about illegal activities such as making or buying illegal weapons or arms and ammunition, violating someone’s privacy, or providing or creating computer viruses;
- Promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Patently offensive to the online community, for instance Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harasses or advocates harassment of another person;
- Displays pornographic, sexually explicit, obscene, vulgar or provocative material of any kind;
- Obscene/Pornographic/Vulgar/Provocative pictures or textual material transmitted in the E-mails;
- False information displayed in order to defame or cause nuisance to INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers or its users or non-users.
- Any content, messages, photos or profiles that in the sole judgment of INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers violates the Terms of Use or which may be offensive, illegal, or that might violate the rights, harm or threaten the safety of other **INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD** and its service providers Users/Registrants/Members or INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers;
- Promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music, contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page) ;
- Solicits passwords or personal identification information for commercial or unlawful purposes from other users;
- Engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;
- Any other content that is deemed to be illegal or of a prohibitory nature;

- You agree and conform that you shall use the Service in a manner consistent to any and all applicable local, state, Indian and International laws and such other applicable laws, rules and regulations.
- **INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD** and/or its service providers reserves its right to modify any information provided by you as user/ registrant/member, for any reasons whatsoever, without any notice, advice or explanation to the user/registant. The User/Registant agrees and acknowledges this condition for use of the service of INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers and shall not raise any objection or concern to INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers in this regard.

## 6. SERVICE DETAILS:

INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers shall be free to charge renewal amount after 12 calendar months from the concerned customer. In case the client/customer choose not to renew the services, INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD shall or shall not renew the domain name and shall not be held liable in any way if the name is usurped by third party.

If the client/customer desires INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers shall transfer the domain name and hosting package in the name of the customer on receipt of transfer amount decided by INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD then **INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD will transfer domain name and your data related to your customer only no extra data or file or code will be transferred to client for further use.**

### Service USE:

**INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD** and/or its service providers reserve its right to resolve any new service request within 48 working hour.

**INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD** and/or its service providers reserve its right to may or may not set any extra charge any new service request.

Within first 12 months **INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD** and/or its service providers only responsible to provide free service in following area.

1. Image change request max 6 times
2. Text change request max 6 time
3. Correction in data if mistake found

Within first 12 months **INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD** and/or its service providers can set charge on following request.

1. New page creation (if extra found from srs)
2. Any new application development
3. And more than six request

**PAYMENT POLICIES:**

Payment procedure must follow as it written in proposal document. INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and/or its service providers reserve its right to suspend your website if you can't schedule payment process.

**CANCELLATION OF ACCOUNTS:**

If your account is suspended or terminated for any reason under the terms of this Agreement, INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers may, at its sole discretion, permanently delete your website contents from its/the service provider's servers, and INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers shall not be able to reopen or restore such content. If your account has been cancelled or suspended due to a violation of our Terms and Conditions, no refunds will be given. No refund / cancellation for domain names booked will be made. Further non-usage of the service does not entitle you for a refund of any portion of the payment made to us for this service.

**TERM OF AGREEMENT/SERVICES:**

This Agreement shall continue to be in full force and effect for so long as you are registered against your payment and are using the Services. Either you or INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers may terminate the service at any time, with or without cause. No refund shall be made on account of termination of services. The provisions of Sections 8 and 13 shall survive any such termination.

INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers reserve the right, in its sole discretion, to terminate your access to the services and the related services or any portion thereof at any time, without notice.

INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers may also terminate or suspend your access to the services for inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers.

**DISCLAIMER OF WARRANTIES:**

Integer technology & Solutions Pvt.Ltd and its service providers is not responsible for any incorrect or inaccurate content posted on the site or in connection with the service, whether caused by users, members or by any of the equipment or programming associated with or utilized in the service, nor for the conduct of any user and/or member of the Integer technology & Solutions Pvt.Ltd and its service providers whether online or offline. Under no circumstances will Integer technology & Solutions Pvt.Ltd and its service providers be responsible for any loss or damage resulting from anyone's use of the site or the service and/or any content posted on the Integer technology & Solutions Pvt.Ltd and its service providers site or transmitted to Integer technology & Solutions Pvt.Ltd and its service providers clients/customers.

Integer technology & Solutions Pvt.Ltd and its service providers expressly disclaims any warranties whether express or implied about the suitability, reliability, availability, timeliness, quality, continuity, performance, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the sites/services for any purpose. All such information, software, products, services and related graphics are provided “as is” without warranty of any kind. Integer technology & Solutions Pvt.Ltd and its service providers hereby disclaims all warranties and conditions with regard to this service, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. You agree that any content or material transmitted and or downloaded through the use of this service will be at your sole risk and that Integer technology & Solutions Pvt.Ltd and its service providers shall not be responsible for any harm or damage resulting to your computer system or loss of data that results from such transmission or download. You specifically agree that Integer technology & Solutions Pvt.Ltd and its service providers shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through an Integer technology & Solutions Pvt.Ltd and its service provider’s site/service. You specifically agree that Integer technology & Solutions Pvt.Ltd not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another’s rights, including intellectual property rights. You specifically agree that Integer technology & Solutions Pvt.Ltd and its service providers is not responsible for any content sent using and/or included in an Integer technology & Solutions Pvt.Ltd and its service providers site/service by any third party. Advice received via the Integer technology & Solutions Pvt.Ltd and its service providers sites/services should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation. You agree and understand that Integer technology & Solutions Pvt.Ltd and its service provider’s site may contain links to other websites that are operated by third parties (“linked sites”). When you click on a link to visit a linked site, a frame/browser may appear that contains the Integer technology & Solutions Pvt.Ltd and its service provider’s logo, advertisements and/or other content selected by Integer technology & Solutions Pvt.Ltd and its service providers. You agree and acknowledge that Integer technology & Solutions Pvt.Ltd and its service providers and its sponsors neither endorse nor are affiliated with the linked site and are not responsible for any content of any linked site or any link contained in a link site, or any changes or updates to such sites. You also acknowledge that Integer technology & Solutions Pvt.Ltd and its service providers is providing these links to you only as a convenience. Integer technology & Solutions Pvt.Ltd and its service providers does not endorse in anyway any advertisers/ contents of advertisers on its WebPages. You should therefore verify the veracity / authenticity of all information on your own before undertaking, relying and acting thereupon. Integer technology & Solutions Pvt.Ltd and its service providers shall not be responsible, nor liable for any consequential damages arising on account of your relying on the contents of the advertisement.

## **Work Transfer**

In case you are not satisfied with our services you may request to handover the domain names to you and you can move your services of website with other providers. We don't charge anything to provide domain only and also no refunds are possible for the period product/service was bought with us and invoice is closed and there is no due in our system for particular domain/order. We will transfer domain name and your data related to your customer only no extra data or file or source code will be transferred to client for further use. Source code is a soul property of Developer (integer technology and solutions pvt.ltd) and it is never given client at any situation.

## **SUPPORT LIMITATIONS:**

Support for Domain / Web hosting along with website design, maintenance or content update is only offered via email you may not ask for phone support and we do not entertain it over phone. In case it's very critical like website down/ hacked you may directly report it over phone too.

Maintenance & Update related support for a website package is limited totally to availability of our support staff and work load we may not guaranty the expected time and in some cases it may take months too. If you are having premium Support & Maintenance add-on we guarantee a response or follow up of 24 hrs to 7 working days. You have rights to withdraw your domain and you can host your websites with other service provider. In case of website withdraw by you we only provide your domain name but not website backup or source file of your existing website. You may either get your website re-developed/ designed after transfer or you may purchase the website dev. by us by paying the renewals of package for next year.

## **LIMITATION OF LIABILITY:**

Integer technology & Solutions Pvt.Ltd and its service providers shall not be liable for any indirect, incidental, special or consequential damages or for interrupted communications, lost data or lost profits arising out of or in connection with this agreement or for any unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or not received, or any transactions entered into through an Integer technology & Solutions Pvt.Ltd and its service providers site/service, even if Integer technology & Solutions Pvt.Ltd and its service providers has been advised of the possibility of damages. You specifically agree that Integer technology & Solutions Pvt.Ltd and its service providers is not responsible nor liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Integer technology & Solutions Pvt.Ltd and its service providers is not responsible for any content sent using and/or included in an Integer technology & Solutions Pvt.Ltd site/service by any third party. Some jurisdictions do not allow the limitation of liability so some of the above limitations may not apply to you.

**PROPRIETARY RIGHTS TO CONTENT:**

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or E-mail distributed, or commercially produced information presented to you by INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers or it's suppliers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree and conform that you shall not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

**MISCELLANEOUS:**

This agreement will be governed by and construed in accordance with the laws of India without giving effect to principles of conflict of laws. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers' failure to act with respect to a breach by you or others do not waive its right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers FURTHERMORE, INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers retains the right to change any or all of the above Policies, Guidelines, and Disclaimer without notification.

**GOVERNING LAW AND JURISDICTION:**

This site is owned, operated and maintained by INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers, Patna, Katihar, Bhagalpur. As such the site is governed and construed in accordance with the Laws of Union of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Patna, in all disputes arising out of or relating to the use of the INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service providers sites/services. Use of the INTEGER TECHNOLOGY & SOLUTIONS PVT.LTD and its service provider's sites/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.