



Terms and Conditions for Website Development/Hosting; Software/Hardware Supply:

These Terms and Conditions are in addition to the terms and conditions stated in Quotation.

1. GENERAL

This Agreement is entered into between the Customer ("you" or "your") and Avia Consultancy Services ("Avia Consultancy Services", "us" or "we") You accept this Agreement upon:

- A. your submission to us of an online or telephone request for Service, in verbal or written notice, acceptance/Placing of Written/Online offer/quotation/order;
- B. your accepting this Agreement electronically during registration or in the course of initiating a support session whether online or by telephone;
- C. Your use of the Service.

This Agreement is made up of preamble, the terms herein, all attachments to this Agreement and any other policies and materials specifically referred to in this Agreement, all of which are incorporated herein by reference. The Agreement sets forth the terms and conditions under which you agree to use our Service, and under which Avia Consultancy Services agrees to provide Service to you. You may also request a paper copy of this Agreement by contacting us at contact@aviaconsultancy.com.

2. DEFINITIONS

For the purposes of this Agreement, the following terms are defined as follows:

- 2.1. "Avia Consultancy Services" shall mean and include its Owner, officers, employees, contractors, agents, successors or assigns;
- 2.2. "Service" shall mean all Software technical support, maintenance, products and services ordered by you or provided to you by Avia Consultancy Services;
- 2.3. "Software" shall mean, but is not limited to, Avia Consultancy Services®;
- 2.4. "Third Party Providers" shall mean and include all of Avia Consultancy Services's third party licensors, providers and suppliers.

3. AUTHORIZED USER, USE AND RESPONSIBILITIES

3.1. You acknowledge and agree that you have the legal authority to enter into this Agreement and confirm that the information you supply to us is correct and complete. Avia Consultancy Services relies on the information you supply. Providing false or incorrect information may result in Service being withheld, delayed, suspended or terminated at the discretion of Avia Consultancy Services. In addition, if Avia Consultancy Services relies on this false or incorrect information this may result in Avia Consultancy Services providing Service that adversely affect the Client and Avia Consultancy Services shall not be responsible at any time for loss, alteration or corruption of the Software, your software, data or files.

3.2. You agree to promptly notify Avia Consultancy Services whenever your billing information changes (i.e., name, address, telephone number, and/or credit card number and expiration date).

3.3. You are responsible for all users on your account and computer systems. You accept full liability and responsibility for the actions of anyone who uses our Service via your account, or your computer systems, with or without your permission.

3.4. You agree it is your responsibility to back up all software and data that is stored on your computer's hard disk drive(s) and on any other storage devices you may have prior to using the Service by Avia Consultancy Services or its Third Party Providers. Avia Consultancy Services or its Third Party Providers shall not be responsible at any time for loss, alteration or corruption of the Software, your software, data or files.

3.5. You agree that your computer systems meet the following minimum system requirements:

- A. Windows OS (Updated Edition); and**
- B. A functional DSL or cable high-speed Internet connection.**
- C. All Required Hardware for proper function or output as required.**

Avia Consultancy Services and its Third Party Providers reserve the right to refrain from providing all Service ordered on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the Customer are unusual or extensive and beyond the scope of this Agreement as reasonably determined by Avia Consultancy Services or its Third Party Providers.

3.6. Avia Consultancy Services is not obliged to support the Software if the Customer is not using the versions of the operating system software as specified by the Software supplier from time to time, or if the Customer fails to maintain the Software at the supplier's specified release or if the Software licence has expired.

3.7. Provision of the Service does not imply any guarantee or representation that Avia Consultancy Services will be able to assist the Customer in achieving any results from the Software which are not technically feasible. Subject to this, any services which are outside the scope of this Agreement will, at the Customer's request and at Avia Consultancy Services' option, be provided at Avia Consultancy Services' then current rates for such services or as otherwise agreed between the parties.

4. PERMISSION TO CONNECT

4.1. The Customer hereby permits Avia Consultancy Services to remotely or directly access and connect to the Customer's computer systems and network for the express purpose of providing Service. The Customer will cooperate in good faith to enable such connections to occur.

5. CONFIDENTIALITY AND PRIVACY POLICY

5.1. The parties recognize that under this Agreement they may each receive trade secrets and confidential or proprietary information of the other party, including but not limited to commercial information, products, customers, business accounts, finance or contractual arrangements or other dealings, program source and object codes. All such information which is either marked 'Confidential' or stated at the time of disclosure and subsequently confirmed in writing to be confidential constitutes 'Confidential Information'. Each party agrees not to divulge Confidential Information received from the other to any of its employees, permitted agents and contractors who do not need to know it and to prevent its disclosure to or access by any third party without the prior written consent of the disclosing party.

5.2. Notwithstanding the foregoing, the parties also recognize that each may disclose Confidential Information:

- A. that was or subsequently becomes publicly available other than by acts of the other party;**
- B. that was already known to the other party prior to it being provided;**
- C. that was received by the other party from a third party without an obligation of confidence of any kind; and**
- D. to the extent required by applicable law or by order of a court or other governmental authority of competent jurisdiction.**

5.3. Upon the termination of this Agreement each party shall return to the other party all Confidential Information which is then in its possession or control, and shall remove all digital representations and electronic manifestations of same in any form from all storage media in its possession or under its control.

5.4. Avia Consultancy Services will not sell or rent your Confidential Information to anyone unless you expressly consent to disclosure of Confidential Information to third parties. We may send Confidential Information about you to third parties when we:

- A. have your consent to share the Confidential Information; or**
- B. find that your actions on our website violate this Agreement; or**
- C. respond to subpoenas, court orders or legal processes which require us to disclose registration data or any information about you to law enforcement or other government officials as Avia Consultancy Services, in its sole discretion, believes necessary and appropriate.**

6. AVAILABILITY OF SERVICE

6.1. The Service you select may not be available at all times, and may not be available in the format generally marketed. Some computer systems and networks may not be available to receive the Service even if initial testing showed that your connection was qualified or your computer environment was suitable. All Service is provided on an "As Is" or "As Available" basis and immediate access and availability of Service are not guaranteed.

6.2. Avia Consultancy Services or its Third Party Providers may, at any time, without notice or liability, restrict the use of the Service or limit the time of availability in order to perform any Service.

7. TERM AND TERMINATION

7.1. This Agreement goes into effect upon your acceptance of this Agreement as set forth in Section 1 and shall continue, subject to the terms of Section 1, until terminated by either party as permitted by this Agreement.

7.2. Avia Consultancy Services may terminate or suspend Service, at its sole discretion, immediately and without notice, if:

- A. you are in breach of any of the terms of this Agreement (including but not limited to all policies regarding abuse and acceptable use of the Service or Software);**
- B. any attempt is made, other than by Avia Consultancy Services or its Third Party Providers to remove any defects or deal with any errors in the Software;**

C. Any development, enhancement or variation of the Software is carried out other than by the Software supplier, Avia Consultancy Services or its Third Party Providers;

D. your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service or Avia Consultancy Services's network;

E. Avia Consultancy Services receives an order from a court to terminate your Service;

F. Avia Consultancy Services for any reason ceases to offer the Service;

G. you are no longer a Customer;

H. you have failed to pay an invoice in accordance with the provisions of this Agreement; or

I. where, in the reasonable opinion of Avia Consultancy Services, the Customer's computer system or network have ceased to be capable of operating the Software successfully for any reason.

7.3. The Customer may terminate this Agreement if Avia Consultancy Services is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the same (if capable of remedy) for a period of ten days after written notification of the breach has been delivered by the Customer to Avia Consultancy Services.

8. LIMITATIONS ON USE OF THE SERVICE

8.1. You agree that your use of the Software and the Internet, without limitation, is your sole responsibility, is solely at your own risk, and is subject to all applicable municipal, provincial, national and international laws and regulations.

8.2. You agree that the Internet is not owned, operated or managed by, or in any way affiliated with Avia Consultancy Services and Avia Consultancy Services is not responsible and has no control over the information or materials accessible via the Internet through use of the Service. You further agree that Avia Consultancy Services does not own or control any of the facilities and communication lines through which Service may be provided, nor does Avia Consultancy Services guarantee access to or through websites, servers or other facilities on the Internet, whether or not such facilities are owned, leased or controlled by Avia Consultancy Services.

8.3. You agree that Avia Consultancy Services cannot and does not guarantee or warrant that data available for downloading through the Service will be free of defects, infection or viruses, worms, Trojan horses or other code that manifest contaminating, malicious or destructive properties. You are responsible for implementing adequate procedures to satisfy your particular requirements for accuracy of information or data input and output and for maintaining a means external to the Service for the reconstruction and input of any lost data.

8.4. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information you transmit or receive over the Internet. Avia Consultancy Services is not responsible for invalid destinations, transmission errors, or corruption or security of your information or data.

8.5. You agree to ensure that the licences authorizing your use of the Software are in effect throughout the term of this Agreement, and that the Software is used only as permitted by the terms of the applicable licences.

8.6. If Avia Consultancy Services or its Third Party Provider's ability to render Service is impaired by you or circumstances beyond the control of Avia Consultancy Services or its Third Party Provider, Avia Consultancy Services and its Third Party Provider may choose not to provide Service.

8.7 All website/webportal/software (online/offline) codes are property of Avia Consultancy Services. In case of termination of service by either party (us/you) due to any reason, all the codes and database remains property of Avia Consultancy Services. No part of software/website code or database will be passed/provided to you unless agreed upon in written in quotation/order and the same is presented by you for the claim. Extra charges will be applicable in case Software/Website Code and/or Database is required by you and the amount will be decided by Avia Consultancy Services for such claim.

9. WARRANTIES AND LIMITATION OF LIABILITY

9.1. You acknowledge and agree that the Service supplied is provided on an "As Is" or "As Available" basis, with all faults. Except as otherwise specifically set forth in this Agreement and as otherwise specifically set forth in any manufacturer warranty for any equipment or software provided by Avia Consultancy Services (but only if such warranty is included with such equipment or software), Avia Consultancy Services and its Third Party Providers, disclaim any and all warranties for the Service, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy, non-infringement, non-interference title, compatibility of computer systems, integration, and those arising from the course of dealing, course of trade, or arising under statute. No advice or information given by Avia Consultancy Services or its Third Party Providers shall create a warranty. Use of Avia Consultancy Services's Service is at your own risk and is not warranted.

9.2. Avia Consultancy Services does not warrant that its Service will perform at a particular speed, bandwidth or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, or the like.

9.3. Avia Consultancy Services shall not be liable for loss of your data, or if changes in operation, procedures, or Service require modification or alteration of your equipment, render the same obsolete or otherwise affect its performance. Avia Consultancy Services makes no warranty regarding any transactions executed using the Service or the Internet. Avia Consultancy Services makes no warranty regarding the content and information accessed by using the Service or any links displayed. You expressly assume all risk and responsibility for use of the Service and the Internet generally.

9.4. In no event shall Avia Consultancy Services or its Third Party Providers, be liable to you or any other person for any indirect, incidental, exemplary, special or consequential damages of any kind whatsoever, including without limitation, liability with respect to, expenses, costs, revenue, profits, lost savings or earnings, lost or corrupted data, business interruption, failure to recognize expected savings or other liability arising out of, or related to, the Service provided by Avia Consultancy Services or its Third Party Providers or from the installation, uninstallation, reinstallation, use of, or inability to use your computer equipment, hardware, peripherals, or the network resulting from the Service provided hereunder, or to the extent of any claims against you by any other party.

9.5. Except as expressly stated in this section and elsewhere in this Agreement, any liability of Avia Consultancy Services for breach of this Agreement will not exceed in the aggregate, with respect to any one event or series of connected events, for any expense, damage, loss, injury, or liability, of any kind or nature whatsoever being awarded to the Customer, the amount remaining after deducting Product/Service charge for the period of use of the product/service

from the total price paid or due to be paid by the Customer under this Agreement to Avia Consultancy Services.

9.6. The Customer agrees that it has accepted these terms and conditions in the knowledge that Avia Consultancy Services's liability is limited and that the prices and charges payable have been calculated accordingly. The Customer is advised to make its own insurance arrangements if it desires to limit its exposure to risk or if it requires further or different cover.

10. INDEMNIFICATION

10.1. You agree to defend, indemnify and hold harmless Avia Consultancy Services from and against all liabilities, costs and expenses, including fees on a solicitor and his own client basis, related to or arising from:

A. any violation of applicable laws, regulations or this Agreement by you (or any party who uses your computer systems to access the Service);

B. the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any party who uses your account to access the Service);

C. negligent acts, errors, or omissions by you (or any party who uses your computer systems to access the Service);

D. injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of Avia Consultancy Services; or

E. claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet.

11. CHARGES AND PAYMENT TERMS

11.1. The Customer will be invoiced monthly in advance for the Service charge if not paid full in advance as per invoice . All Service charges are exclusive of expenses reasonably incurred in the performance of this Agreement by Avia Consultancy Services, which will be payable in addition, and these and other charges will be invoiced monthly in arrears. All invoices are payable 10 days from receipt. All charges are exclusive of any applicable taxes, which will be applied in accordance with the prevailing legislation in force.

11.2. Payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment from the date payable at a rate of 24% per annum. This interest will accrue on a daily basis and be payable on demand.

11.3. Notwithstanding the above provision for late payment, in this event Avia Consultancy Services may at its option, and without prejudice to any other remedy at any time after payment has become due, temporarily suspend Service or terminate this Agreement.

11.4. If Avia Consultancy Services becomes entitled to terminate this Agreement for any reason, any sums then due to Avia Consultancy Services will immediately become payable in full.

12. EMPLOYMENT RESTRICTION

While this Agreement is in force and for a period of 12 months from its termination for any reason, the Customer will not actively solicit or canvas the employment of any person employed or consultant acting on behalf of Avia Consultancy Services who was assigned to work on the Customer's system over a period of one month or more in the preceding 12 months. If the Customer is in breach of this condition, the Customer, recognizing that Avia Consultancy Services will suffer substantial damage, will pay to Avia Consultancy Services by way of liquidated damages and not by way of penalty a sum equal to the gross annual salary or the contractor fees, whichever is applicable, paid to that person by Avia Consultancy Services in the immediately preceding 12 months.

13. GENERAL PROVISIONS

13.1. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation, those sections relating to Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.

13.2. Avia Consultancy Services will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, or other things we do not control, or an inability to obtain necessary equipment or Service. In the event of a force majeure, Avia Consultancy Services shall use commercially reasonable efforts to remedy the situation and remove the cause of its inability to perform this Agreement as is reasonably possible.

13.3. You agree not to assign or otherwise transfer, this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed. This Agreement shall be binding on Avia Consultancy Services's successors or assigns.

13.4. You and Avia Consultancy Services agree that the substantive laws of India, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. Except as otherwise required by law, including the laws of India relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within Three(3) Months after the claim or cause of action arises or such claim or cause of action is barred.

13.5. Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable.

13.6. In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in any respect, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances, other than those to which it is invalid or unenforceable, shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law.

13.7. Avia Consultancy Services's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

13.8. This Agreement, including all attachments and all other policies posted on Avia Consultancy Services's Website, which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire agreement between you and Avia Consultancy Services with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, written or electronic, are void, unless the changes are made in writing and executed by the parties.

13.9. This Agreement may be executed in one or more counterparts, including by facsimile transmission, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

14. Terms of Usage for WEBSITE HOSTING AND EMAIL HOSTING

Customer, or its contractors, employees, directors, officers, representatives, agents and affiliates and Order Box Users, either directly or indirectly, shall not use or permit use of the Hosting Order, in violation of this Agreement, and for any of the activities described below -

A. General Terms

(1) For any unacceptable or inappropriate material as determined by Parent in its sole discretion, including but not limited to Topsites, 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, High-Yield Interest Programs (HYIP) or Related Sites, Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme), Sale of any controlled substance without prior proof of appropriate permit(s), Prime Banks Programs, Lottery Sites, MUDs/RPGs/PPBGs, Hateful/Racist/Harassment oriented sites, Hacker focused sites/archives/programs, Sites promoting illegal activities, Forums and/or websites that distribute or link to warez/pirated/illegal content, Bank Debentures/Bank Debenture Trading Programs, Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com), Mailer Pro.

(2) Use over 25% of system resources, including but not limited to Memory, CPU, Disk, Network, and Bandwidth capacity, for longer than 90 seconds in any consecutive 6 hour period.

(3) Execute long-running, stand-alone, unattended server-side processes, bots or daemons.

(4) Run any type of web spiders or indexers.

(5) Run any software that interfaces with an IRC (Internet Relay Chat) network.

(6) Run, host, or store any P2P client, tracker, software, server, files, content or application, including bittorrent.

(7) Participate in any P2P or file-sharing networks.

(8) Use excessive resources which in the Parent's sole discretion result in damage or degradation to the performance, usage, or experience of OrderBox, other users, other orders, and any of Parent's services.

(9) Use the email service for sending or receiving unsolicited emails.

(10) Use the email service for sending or receiving emails through automated scripts hosted on your website. For sending out promotional emails, email campaigns, etc., we recommend using the Mailing Lists feature rather than using your email account. Upon detection of such mails going through the regular mailing system, such mails will get classified as spam even though the recipient might have opted in for receiving such mails. This would lead to immediate cessation of mail sending capabilities for the user or the domain name. Frequent violation would lead to permanent suspension of the domain name.

(11) Sending mails to invalid recipient email addresses. On receipt of too many bounce back messages due to invalid recipient email addresses, the user sending such mails would get blocked. Frequent violation would lead to permanent suspension of the domain name.

(12) Sending mails from an email address that is not valid and which results in triple bounces would result in suspension of the user sending such mails. Frequent violation would lead to permanent suspension of the domain name.

(13) Send emails with malicious content. Such emails could be emanating from user(s) whose machine(s) are infected with a virus or malware and such activity could be happening without the user(s) knowledge or user(s) could be unknowingly sending out emails whose receivers may deem them as unsolicited.

(14) Run cron entries with intervals of less than 15 minutes.

(15) Engage in any activities related to purchase, sale or mining of currencies such as Bitcoin.

B. Web, Email Hosting Specific terms

(1) As a backup/storage device.

(2) Run any gaming servers.

(3) Store over 100,000 files.

(4) Constantly create and delete large numbers of files on a regular basis, or cause file system damage.

(5) Run any MySQL queries longer than 15 seconds.

(6) Divide Multi-Domain Hosting Orders into smaller packages to resell. Multi-Domain Hosting Orders can only be used by a single Company or Customer to host websites that are fully owned by them. Certain relevant Documents, other than domain name whois details, with respect to company and domain names/website ownership will need to be presented when requested. Having the same whois details for all domain names in your Multi-Domain Hosting Order will not be enough to substantiate ownership.

(7) Store a large number of media files (audio, video, etc.), wherein the limit is at Parent's sole discretion.

(8) Send over 100 messages per hour per user and/or 300 messages per hour for a domain name. Receive a high volume of emails, by a user or domain name, in any given period of time.

(9) Purchase/use a Dedicated IP Address without installing an SSL Certificate.

(10) Violate the above Terms of Usage for a Hosting Order which comprises of the Do-It-Yourself website builder powered by Jiggy.com.

(11) Use more than 50% of the website's disk space used by your Hosting order for storing emails.

(12) Use a WHMCS license issued by the Parent with any product/service other than the one for which it was issued.

(13) Store more than two website backup files.

(14) Use more than 5GB per database.

