



Customer must download the following document, print, sign and send back to us by email for service.

Web Services Terms and Conditions

Customer in affixing his signature hereinafter, hereby irrevocably and unconditionally warrants and covenants as follows:

Customer Content: Customer acknowledges that Alpen Design Studio exercises no control whatsoever over the content of the information passing through Customer's site (s) and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and these Rules and Regulations. **Prohibited Activities:** Customer will not, and will not permit any persons ("Users") using Customer's online facilities and/or services, including, but not limited to, Customer's Web site (s) and transmission capabilities, to do any of the following ("Prohibited Activities")

The following constitute Prohibited Activities of Service Agreement:

- 1. Illegal use:** Alpen Design Studio's services may not be used for illegal purposes, or in support of illegal activities. Alpen Design Studio reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
- 2. Harm to minors:** Use of the Alpen Design Studio's service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
- 3. Threats:** Use of the Alpen Design Studio's service to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- 4. Harassment:** Use of the Alpen Design Studio's service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
- 5. Fraudulent activity:** Use of Alpen Design Studio's service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as

"pyramid schemes," "ponzi schemes," and "chain letters."

6. Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

7. Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM) Use of the Alpen Design Studio's service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Alpen Design Studio's account.

8. E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Alpen Design Studio's account.

9. E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Alpen Design Studio's service is in violation of this Service Contract.

10. Usenet Spamming: Alpen Design Studio's has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

11. Unauthorized access: Use of the Alpen Design Studio's service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Alpen Design Studio's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Subscribers account is subject to immediate termination.

12. Copyright or trademark infringement: Use of the Alpen Design Studio's service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party,

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including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

13. Collection of personal data: Use of the Alpen Design Studio's service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

14. Network disruptions and unfriendly activity: Use of the Alpen Design Studio's service for any activity, which affects the ability of other people or systems to use Alpen Design Studio's Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. Customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. Customer may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Alpen Design Studio will not tolerate any Customer attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

15. Fraud: Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

16. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

17. Distribution of Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

18. Inappropriate Use of Software: Use of software or any device that would facilitate a



continued connection, i.e. pinging, while using Alpen Design Studio's services could result in suspension service.

19. Third Party Accountability: Alpen Design Studio's Subscribers will be held responsible and accountable for any activity by third parties, using their account that violates guidelines created within the Service Agreement.

Refusal or Discontinuance of Service

Alpen Design Studio reserves the right to refuse or discontinue service to anyone at Alpen Design Studio's sole discretion after giving a notice of 15 days. Alpen Design Studio may deny you access to all or part of the service without notice if you engage in any conduct or activities that Alpen Design Studio in its sole discretion believes violates any of the terms and conditions in this agreement. Alpen Design Studio shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Alpen Design Studio has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Alpen Design Studio reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

No Warranties

Alpen Design Studio makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Alpen Design Studio or its employees shall create a warranty. Alpen Design Studio provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Alpen Design Studio be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or

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inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with Alpen Design Studio service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service. You understand that by placing information on Alpen Design Studio And or its assign's servers that such information becomes available to all Internet users and that Alpen Design Studio has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Alpen Design Studio Or its assigns' servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Alpen Design Studio or on the Internet generally.

Identification Information

You agree that you as the person legally responsible for use of this account are at least 18 years of age. You agree to supply Alpen Design Studio with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use

No Interference with Operation of System

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other Subscriber. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to. You agree to adhere to system policies as published online by Alpen Design Studio, including restrictions on services available with

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each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Alpen Design Studio or at our assign. You agree to abide by any and all future Alpen Design Studio or our assign's policy decisions.

Security

You agree that the security of your account is solely your own responsibility. Customer understands that Internet and other various networking communication medium are not secure, unless explicitly specified as such, and may be subjected to interception or loss Alpen Design Studio makes no warranties of any kind, either express, implied or statutory concerning the data or information available through the Alpen Design Studio network. In no event will Alpen Design Studio be liable to the customer for any indirect, incidental or consequential damages arising out of the services or any products provided under this agreement, even if the company has been advised of the possibility of such damages. You further agree that if you believe the security of your account has been compromised in any way, you will notify Alpen Design Studio immediately. You shall be held fully responsible for any misuse or compromise to your account for which Alpen Design Studio is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, Alpen Design Studio has the right to suspend access to the account pending an investigation and resolution. You also agree that Alpen Design Studio has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

Backup of Data

Your use of the service is at your sole risk. Alpen Design Studio is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backups of files and data stored on Alpen Design Studio or our assigns' servers, unless otherwise specified depending on the account type.

Confidential Information

Nondisclosure of Confidential Information. Each party acknowledges that it will have

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access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, the terms and conditions of this Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

Exceptions:

Information will not be deemed Confidential Information hereunder if such information: **(i)** is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; **(ii)** becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; **(iii)** becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or **(iv)** is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

Payment

You agree to supply appropriate payment for the services received from Alpen Design Studio in advance of the time period during which such services are provided or as per the payment terms of the service opted for, whichever is applicable. You agree that all setup fees are non-refundable once setup is completed. All payments have to be drawn in favor of Alpen Design Studio payable online through our website or as directed by us.

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Alpen Design Studio's shall not be responsible for payments drawn in any other name or location. Payments are accepted only in the form of online payments through PayPal or thru Credit Cards. Charges for all services are payable prior to the beginning of each service period. Failure to pay in no way relieves the Clients obligations to make full payment. Alpen Design Studio retains full rights to charge for or alter specifications or discontinue any of the services/ features offered under the various schemes at any time, without any prior notice. You accept that your account may be temporarily or permanently suspended without any prior notice or information to you in any event of non-payment from your side for any of Alpen Design Studio's services

Prior Agreements

This agreement supersedes any written, electronic, or oral communication you may have had with Alpen Design Studio or any agent or representative thereof, and constitutes the complete and total agreement between the parties. But, this agreement under no circumstances whatsoever cancels any other agreements that you have with the Alpen Group. This agreement pertains solely to all matters that refer to the creation of your web site, your web hosting and design of your animations.

Severability

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

Jurisdiction

The Laws of the UK shall govern this agreement for all matters except any matters relating to the physical hosting of the web site. For such matters, the Laws of the Republic of India will prevail. In any event of dispute the area of Jurisdiction would be London for all matters except hosting and Jaipur for hosting related matters only.

Acknowledgement

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By placing, hiring and continuing to maintain or place information at Alpen Design Studio's servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

Web Development

By placing, hiring and continuing to maintain or place information at Alpen Design Studio's servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

Assignment

By signing this present Agreement you are confirming that Alpen Design Studio will use the services of third parties of its choice solely for part of all of the tasks that it has to accomplish under the terms and conditions of this agreement.

Web Design

By signing this present Agreement you are confirming that you understand that Alpen Design Studio will provide you with a template of the way our web designers imagine your site should look like within a maximum of three weeks from the date of signature of this agreement and subsequent receipt of your payment. You will be allowed three (3) occasions only to redraft or change your site. After these three redrafts, creations or others of your web site, you will have to pay an hourly rate of 10 € for each hour spent by our web specialists on your site.

Hosting

Hosting services of your web site are free for the first year. At the end of the eleventh month from the date of signature of this agreement, a reminder will be sent to you in order to pay for hosting of your web site for a new calendar year. You will then have two weeks to execute payment of Ninety Euros (€90.00) that covers a new year of hosting, email access and troubleshooting.

Creation and Implementation of your Web Site

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It is understood and agreed that you are solely responsible for giving us all elements that you want to appear on your web site and in your animations. Under no circumstances whatsoever will: (i) we be held responsible for wrong or erroneous content; (ii) updates on your site after its creation unless payment of a service fee of Five Hundred Euros (€500) per year; (iii) any delays that might be caused in finalizing your web site because among others, of a non timely remittance of warranted information for satisfactory completion of our tasks.

The service fee of Five Hundred Euros (€500) comes in addition to any other fees as its on a warranted or not basis. You will only be liable for such payment when you will need maintenance and frequent updates and products or services updates to be done to your web site. The service fee applies for such added work. Regular maintenance of your web site without changes, after its creation and implementation, is free.

The creations of animations are quoted on a per animation basis, as no two animations are the same. Prices for the animations will be based on complexity of tasks, features and length.

It is understood that other terms and conditions might be applied to this web services agreement if and warranted by events. In signing this present agreement you hereby confirm that you will accept such changes within reasons.

Name:

Address:

Telephone Number:

Email address:

For CUSTOMER

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