

**INTERNET SERVICES CONTRACT**

This agreement is originated and entered between Eureka Technology Partners. (Having its registered office at 3<sup>rd</sup> Floor, 321, Galle Road, Col. 03 hereinafter called and referred to as ETP)

and.....of.....  
(Hereinafter called and referred to as the Customer).

1) The Customer requests ETP to provide Internet based services described in schedule 1. The Customer agrees to make full payment for all accounts listed and described in schedule 1 within 07 days of receiving the Invoice as required by ETP. In the event of non-payment of Monthly service fee and usage charges, ETP reserves the right to levy interest on overdue accounts at 2% a month and/or disconnect the service.

2) Services offered by ETP restrict use to Customer only. Any act of sale, resale, let, sublet or rent of services to another party is prohibited.

3) ETP provides free after sales service for 07 days from date of Installation within the Colombo Metropolitan area. Thereafter ETP will provide on site Customer Support subject to the following payment:

3.1 - A per visit hourly charge of Rs.1000/- (plus taxes).

3.2 - In addition to 3.1 site visits outside Colombo Metropolitan area and within 50km will be charged a flat rate of Rs.1000.00 (plus taxes) for travelling. Locations beyond 50km will be charged at Rs. 20.00 per km from Eureka Technology Partners head office.  
In cases of overnight accommodation, the customer is required to reimburse Eureka Technology Partners expenses incurred in respect of accommodation.

3.3 - The above quoted 3.1 and 3.2 are subject to periodic review and change

4) ETP provides the free after sales service referred to in 3) above only in respect of installations carried out by ETP staff.

5) The Customer is prohibited from the use of more than one server end modem at any given time.

6) ETP makes no warranties of any kind, whether expressed or implied, with regard to the services it provides.

7) ETP will try its best to filter access to sites containing pornography but cannot guarantee 100% success. Therefore, it will be up to the Customer to ensure that these sites are not accessed.

8) ETP's service may only be used for lawful activities. Materials and or transmissions in violation of any government regulation of Sri Lanka or any local state federal regulation of the United States of America is prohibited. In the opinion of ETP, if the Customer violated any of the above terms or any other related condition/s, ETP reserves the right to discontinue its services and terminate this agreement. The Customer agrees to indemnify and hold harmless ETP, from any claims resulting from customer's use of this service, which damages Customer or any third party.

9) ETP takes no responsibility for any damage suffered by the Customer due to loss of data from delays, non deliveries, miss deliveries or service interruptions caused by any errors or omissions. ETP specifically denies any responsibility for the accuracy or the quality of any transmission or other information obtained through its service.

10) ETP reserves the right to change any term/s and condition/s of the service including the tariffs offered in schedule 1 or terminate the agreement by notifying the customer in writing at least 30 days in advance from the effective date of the change. Use of ETP service by the Customer after the effective date of change constitutes acceptance of new terms and conditions by the Customer

11) ETP will invoice the customer on the current month and the customer should settle the invoice by the 15<sup>th</sup> of the same month. ETP reserves the right to terminate the agreement for non payment of the monthly invoice on the due date of payment.

12) This agreement will be in force unless otherwise terminated by ETP or the customer by giving 30 days written termination notice to the other party.

13) The customer must change the initial password within 48 hrs of usage. ETP provides the customer the ability to change the password online. ETP will not be held responsible either for the change of password or any unauthorised usage accrued on the account.

