

Commercial Contract

ONLINE SUBSCRIPTION AGREEMENT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

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Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to internet and technology. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

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15. ONLINE SUBSCRIPTION AGREEMENT

INTRODUCTION

Welcome to [insert name of the website] (hereinafter referred to as the "Website")! We start every new subscriber relationship with a contract. The following contract spells out what you can expect from us, and what we expect from you. If you agree to what you read below, you should click "Yes" at the end of the contract to acknowledge that you have agreed. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking "Yes" will you be able to access and use the services available on this Website.

ACCESS AND SERVICES

Your access to the various services available on this Website depends on the level of access you select. You may change or discontinue your account at any time. We reserve the right to modify, suspend or terminate your access to the Website at any time, and for any reason, without notice or refund, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information which you have on our system.

FEES AND PAYMENT

We will charge you a standard monthly fee for using our Website, as well as additional fees depending on the type of service you have selected. You should review the complete and current price list here [insert hyperlink] before signing up for any services. All payments made shall be through credit cards. You can cancel your account at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month in which you cancelled your account and discontinued the use of our Website/service. We reserve the right to change our fees at any time for any reason, but, whenever possible, we will give you at least one month's advance notice of such change.

RULES AND REGULATIONS

You agree to be bound by certain rules that are important for the proper use of this Website. Your failure to follow these rules, whether listed below in the contract or in bulletins posted on respective pages on the Website, may result in termination of your service. First, do not tell others your password or let your account be used by anyone except yourself. Second, do not attempt to log in more than once at the same time on any given account without specific permission of one of our operators. Third, while you should feel free to express yourself, you should respect other users of the Website and not do anything to

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attack or injure others. Fourth, do not use our system to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

PRIVACY CONSIDERATIONS

Your communications on this Website are, in most cases, viewed only by you and anyone to whom you address your message. However, as moderators, we may need to review or monitor your electronic mail and other communications from time to time. In addition, we reserve the right to copy and distribute to any third party any information associated with your activities on the Website. Therefore, you should not expect to have a right to privacy in any of your communications.

PROPRIETARY RIGHTS

By posting messages, uploading files, inputting data, or engaging in any form of communication at our Website, you are hereby granting to the public an unrestricted license to use, copy, modify, adapt or document in any form of communications, information or any underlying work in which you may possess proprietary rights, including but not limited to copyrights. All users of the Website are therefore deemed to have disclaimed or waived all copyright ownership rights in their messages or files, even if they contain copyright notices. You shall have absolutely no recourse against us for any alleged or actual infringement of any proprietary rights to which you may claim ownership.

Your use of our Website affords you access to many of the features of our Website, but some aspects remain within our exclusive proprietary control. We or our suppliers own the intellectual property rights to any and all protectable components of our Website, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our Website, many of the individual features, and the collective works consisting of sequences of all public messages on the Website. You may not reproduce any sequence of messages from our Website, either electronically or in print, without our permission. In addition, you may not copy, modify, adapt, reproduce, translate, distribute, reverse, engineer, decompile or disassemble any aspect of the Website which we or our suppliers own.

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You must bear the risk of any liability relating to your use of our Website. We would not be able to afford to operate this Website if we were held accountable for every wrongful action by every online subscriber. ACCORDINGLY, YOUR USE OF THIS ONLINE SYSTEM IS ENTIRELY AT YOUR SOLE RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES YOU MAY INCUR

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IN CONNECTION WITH OUR WEBSITE, YOUR USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

INDEMNITY

You shall defend and indemnify us and hold us harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by you or materials or information transmitted by you in connection with our Website, leading wholly or partially to claims against us or our Website by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.

DISCLAIMER OF WARRANTY

THE WEBSITE IS PROVIDED "AS IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE.

CHOICE OF LAW

You agree that this Agreement shall for all purposes be governed by and construed in accordance with the laws of the [insert place], and that any action arising out of this Agreement shall be litigated and enforced under the laws of the [insert place]. In addition, you agree to submit to the jurisdiction of the courts of the [insert place], and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of the [insert place].

ACKNOWLEDGMENT

This Agreement represents the entire understanding between you and us regarding your relationship to the Website and supersedes any prior statements or representations. IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS ONLINE SUBSCRIBER AGREEMENT, please click the "Yes" button below. If you do not agree to the terms of the Subscriber Agreement, please click the "No" button to log off the system.