

TERMS OF SERVICE

LAST UPDATED: July 18, 2017

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY BEFORE USING THE SITE OR SIGNING UP FOR ANY SERVICE THAT DEK TECHNOLOGIES OFFERS.

- **INTRODUCTION** DEK Technologies, Inc., its affiliates and their successors and assigns (collectively referred to as “DEK Technologies”) makes available the web hosting and related services described in DEK Technologies published service descriptions subject to these Terms of Service (the “TOS”).

For the purposes of the TOS, the word “you” means the individual requesting one or more services provided by DEK Technologies, and, if applicable, includes any other legal entity on behalf of which an individual makes such a request. Additionally, you agree not to make such a request on behalf of any other legal entity unless you have the authority to bind that legal entity to the TOS.

- **ACCEPTANCE OF TERMS**

- Capacity. You represent and warrant to DEK Technologies that you have the capacity to enter into a legal agreement in the province, state, territory or country in which you reside. If you do not have the capacity to enter into a legal agreement in the province, state, territory or country in which you reside, do not request services from DEK Technologies unless your parent or guardian enters into the TOS on your behalf.
- PLEASE READ THE TOS CAREFULLY. BY CLICKING ON THE “I AGREE” BUTTON ON THE ORDER FORM FOR ANY SERVICE PROVIDED BY DEK Technologies, YOU ARE AGREEING TO BE BOUND BY THE TOS AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THE TOS. YOUR USE OF THE SERVICES FURTHER CONFIRMS YOUR ACCEPTANCE OF THESE TOS.
- You represent and warrant to DEK Technologies that your use of any service that it provides will not violate any applicable law or regulation in the province, state, territory or country in which you reside. If you are unable or unwilling to do so, do not request services from DEK Technologies.

- **YOU**

- Services. The services that you request from DEK Technologies by means of the online order form on the Site or otherwise in writing and which DEK Technologies agrees to provide subject to these TOS are the “Services”.
- Your Information. You represent and warrant that any information you provide about yourself is true, and you will maintain and promptly update such information to keep it true and current.

- Privacy. You have read DEK Technologies Privacy Policy and consent to the use of your personal information as described therein. [Click here](#) to view a copy of the Privacy Policy.
- Communications. DEK Technologies reserves the right to communicate with you regarding the Services and your use of the Site. You consent to DEK Technologies use of any contact information that you provide to DEK Technologies in doing so.
- Passwords. If you are given a username and/or a password for the purpose of accessing certain features of the Services or certain features of the Site, you are responsible for all activities conducted under that username or password, and you will take all necessary steps to ensure that no one other than you uses that username or password and that password is kept confidential. If you have any reason to believe that any password assigned to you has become known to or been used by any other person, you will inform DEK Technologies immediately.
- Changing Passwords. DEK Technologies may, at any time, change any username or password assigned by DEK Technologies to you, and DEK Technologies will notify you when it does so.
- Insurance. Client shall maintain, at its sole cost, insurance against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as Client.

- **DESCRIPTION OF SERVICES**

- General.
 1. Description. For each package of web hosting and related services that DEK Technologies makes available to its customers, DEK Technologies has prepared and published a specification (each a "Service Description"). The Service Descriptions are available on <http://www.DEK Technologies.ca> (the "Site").
 2. Changes to Services. DEK Technologies may modify its services and the corresponding Service Descriptions from time to time. When DEK Technologies changes any Service, DEK Technologies will: (i) post the updated version of the Service Description on the Site together with the date on which it was revised; and (ii) on the home page for the Site for at least 30 days following any change to the Service Description, post a notice that the Service Description have been updated. DEK Technologies may also send any email notice of the change to its affected customers.
- Hosting Services.

1. Any Service identified as a “Hosting Services” in its Service Description is a Hosting Service.
2. Hosting Environment. DEK Technologies shall: (i) monitor the remote server operated by Hostgator “third party” to ensure that the server is running at 99.9% efficiency. (ii) Work with third party in down times to facilitate fast problem resolution times.
3. Disk Space. DEK Technologies shall provide disk space for your website(s). The amount of space allocated will be in proportion with the chosen hosting package. DEK Technologies reserves the right to adjust the amount of disk space offered at any time without notice.
4. Internet. DEK Technologies shall provide an Internet connection linking your hosted website(s) to the Internet. The bandwidth allocated to your website will be in proportion to the hosting package selected and DEK Technologies reserves the right to adjust the allocated bandwidth at any time without notice.
5. Remote Access. You will be given remote access to upload files for your hosted website(s) provided that you do so in a manner consistent with the TOS.
6. Routing. When DEK Technologies hosts a website on your behalf, DEK Technologies will route one or more domain names to that website. The exact number of domain names that DEK Technologies will route on your behalf will depend on the Hosting Service to which you subscribe. Check the applicable Service Description for more information.
7. Back-up. You acknowledge that unless you subscribe to a Hosting Service that expressly includes the independent backup of Your Content (as defined below) as a service, DEK Technologies back-up activities are primarily for DEK Technologies own disaster recovery purposes, and that **YOU ARE RESPONSIBLE FOR THE STORAGE, BACK-UP AND ARCHIVING OF YOUR CONTENT**. Also note, Hosting Services include access to one or more tools via your Control Panel that allow you to back-up Your Content. Please use these tools and back-up Your Content frequently.
8. Availability. A Hosting Service is “Available” if the: (a) the hardware being used to provide it is operating; and (b) the Internet connection provided as part of the Hosting Service is operational.
9. Measure. DEK Technologies will use reasonable efforts to ensure that the Hosting Services will be Available other than for “Scheduled Maintenance” at least 99.9% of the time, measured monthly. Any maintenance or other work performed on DEK Technologies technology infrastructure that takes place

during the Maintenance Window or with at least 48 hours' prior notice posted to the Site is "Scheduled Maintenance".

10. Cooperation. You acknowledge that it is important to coordinate your maintenance activities with those of DEK Technologies, and you will not conduct any maintenance activities on Your Content during any Maintenance Window without first obtaining written confirmation that DEK Technologies will not be performing any maintenance activities during that Maintenance Window.
- Domain Names Registration Services.
 1. Assistance with Registering Only. DEK Technologies may assist you to register one or more top-level or second-level domain names (the "Domain Name Registration Service"). For each such domain name registered DEK Technologies involvement ends with the registration. You will be the registrant, administrative contact and technical contact, and you agree to be bound by all applicable terms and conditions published by the applicable registrar (<https://www.enomcentral.com/terms/default.aspx>). Please note: you are also bound by ICANN's rights and responsibilities: <http://www.icann.org/en/resources/registrars/registant-rights-responsibilities>
 2. Maintenance of Domain Names. You are responsible for the ongoing maintenance, control and use of any domain name registered in your name and for any fees or taxes associated with its maintenance. To maintain your domain name registration you will need to interact directly with the applicable registrar. FOR GREATER CLARITY, YOU ARE RESPONSIBLE FOR: (i) RENEWING THE REGISTRATION AND ENSURING THAT IT DOES NOT LAPSE; AND (ii) ADDRESSING ANY ISSUES RELATING TO YOUR DOMAIN NAME. DEK Technologies IS NOT RESPONSIBLE FOR DOING SO.
 3. Please note that: (i) DEK Technologies is not able to guarantee that a proposed domain name is available for registration or that a registrar will register it; (ii) DEK Technologies will not assist with the registration on your behalf of a proposed domain name in any top-level or second-level domain unless expressly directed by you to do so; and (iii) DEK Technologies may but is not obligated to inform you of any proposed or new top-level or second-level domains.
 4. Privacy Registration Service. Some registrars allow domain names to be registered without publishing the registrant's name and contact information others do not. If you wish to take advantage of any such privacy service for a domain name and you are using the Domain Name Registration Service to register the domain name, you are responsible for informing DEK Technologies in writing prior to the registration of the domain name that you wish to take

advantage of the registrar's privacy service. You acknowledge that the privacy service is provided by the applicable registrar, not DEK Technologies.

5. As is. Assistance with registering domain names and securing related privacy services is provided "as is" and without any warranties, representations or conditions whatsoever.
 6. Domain Redemption Fee: If your domain was registered with DEK Technologies and has expired, but you wish to recover the domain, DEK Technologies may be able to recover the domain if it is still within the redemption period. To recover a domain name that has expired but which is still within the redemption period, DEK Technologies must pay a redemption fee, which in turn will be passed on to you the customer. Please note that this domain redemption fee does not include the registration price of the domain that will still need to be paid to register the domain for the next year. If the domain name is not renewed or acquired during the redemption period, it will be made available again to the general public after the redemption period completes. Only domains that have been registered with DEK Technologies can be re-registered after expiration of the domain. If the domain that has expired was registered at another company, you will need to contact that registrar to recover the domain from the redemption period.
- SEO (Search Engine Optimization) Services.
 1. DEK Technologies Inc will provide Client with Search Engine Optimization Services (hereinafter referred to as "SEO") as described in this contract. DEK Technologies Inc will use specific keywords and/or phrases to improve the search engine ranking of, and/or position the contents of the Client's website.
 2. All fees must be paid in full prior to the start of the month of the campaign and will continue for a 12 month term then switch to a month to month term with a 30 day written cancellation notice.

DEK Technologies Inc's SEO services are intended to serve two main purposes:

- 1) to provide the Client with increased exposure in search engines, and
- 2) to drive targeted online traffic to the site.

DEK Technologies Inc's SEO Services will include (but are not limited to):

- Researching keywords and phrases to select appropriate, relevant search terms (up to 3 phrases).

- Editing and/or optimization of text for various html tags, meta data, page titles, and page text as necessary (up to 5 pages).
- Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
- Recommend, as required, additional web pages or content for the purpose of “catching” keyword/phrase searches.
- Create traffic and ranking reports for *website* and any associated pages showing rankings in search engines.

3. For the purposes of receiving professional SEO services, Client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure.
- Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary.
- Unlimited access to existing website traffic statistics for analysis and tracking purposes.
- An email address for the purposes of requesting links (something like *contact@website*)
- Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by DEK Technologies Inc for search engine optimization purposes.
- If Client’s site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. DEK Technologies Inc can create site content at additional cost to the Client. If Client is interested in purchasing content from DEK Technologies Inc, please contact DEK Technologies Inc for a cost estimate.

4. Client must acknowledge the following with respect to SEO services:

- All fees are non-refundable.
- All fees, services, documents, recommendations, and reports are confidential.
- DEK Technologies Inc has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the

future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.

- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, DEK Technologies Inc does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
 - Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than "x" amount of time. This is referred to as the "Google Sandbox." DEK Technologies Inc assumes no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.
 - Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, DEK Technologies Inc will re-optimize the website/page based on the current policies of the search engine in question.
 - Some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees. DEK Technologies Inc can offer a list of expedited listing services upon request.
 - Linking to "bad neighborhoods" or getting links from "link farms" can seriously damage all SEO efforts. DEK Technologies Inc does not assume liability for the Client's choice to link to or obtain a link from any particular website without prior consultation.
5. DEK Technologies Inc is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.
 6. Additional Services not listed herein (such as managing pay-per click campaigns, copywriting, link baiting, etc.) will be provided for a fee of \$65 per hour.
 7. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to DEK Technologies Inc for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend DEK Technologies Inc and its subcontractors from any liability or suit arising from the use of such elements.
 8. DEK Technologies Inc is not responsible for the Client overwriting SEO work to the Client's site. (e.g., Client/webmaster uploading over work already

provided/optimized). The Client will be charged an additional fee for re-constructing content, based on the hourly rate of \$65 per hour.

9. The terms of this agreement will be in accordance with the laws of the province of Alberta.
10. Any sensitive figures, data, sales projections, budgets amounts, sales reports, etc obtained by DEK Technologies Inc will remain confidential and will not be shared with anyone outside Client's company. Sensitive information will only be discussed with our contact person(s) listed inside this contract.

DEK Technologies Inc reserves the right to use data collected to increase exposure to perspective clients. This includes but may not be limited to a) website hit interaction. b) conversion of sales. c) how social networks are interacting with existing websites.

11. Client agrees that this agreement shall remain in effect for as long as you subscribe to, renew, or use the Services of DEK Technologies Inc. Client agrees that this agreement can only be terminated by Client once Client has stopped using the Services and have paid out any remaining months in this agreement. 30 days written notice is required to cancel the service.

DEK Technologies Inc has the right to cancel Client service without notice if a) Client is operating with malice or wrongful intent. b) Client is not abiding by the responsibilities of the agreement. c) DEK Technologies Inc has the right to cancel services if Client is found to be operating unethically or with dishonour towards DEK Technologies Inc or Client's customers. d) DEK Technologies Inc has reason to believe that Client is violating the Terms in any way or the service is permanently discontinued.

- o Website Design

11. All Prices are final and due upon creation of this work order prior to work commencing. Due to the nature of our industry and the resulting non-returnable product, no refunds will be issued.

12. The small business website package option is based on a background template as per our library of designs and does not include custom work or customer design interaction.

- The website will contain five (5) pages and include up to ten (10) pictures inclusive of the heading picture and logo.
- All images will be supplied to us by the customer named above and be in a medium resolution jpeg format.
- We are not responsible for the quality of images provided.
- If no content writing option is purchased, it is up to the customer to provide all text in a suitable digital format as per content submission

guidelines. Formats excepted are Microsoft word, Rich text document, standard text document and pdf.

- Although DEK Technologies Inc strives to have the small business website package complete within 5 to 10 business days, unforeseen events may interrupt the normal process flow and your website may take longer than expected to complete.
- One sixty (60) minute initial website meeting will be offered with the small business website package. One sixty (60) minute content change (not including the template background) will be offered free with the small business website package. One free thirty (30) minute tutorial of the basic editor features will be offered with the small business website package.
- A custom website package is defined as one (1) single or multi-page website.
- A custom website includes up to 1 hour of meetings with a designer which will result in 2 mock-ups of the website. You “the customer” must choose from one of the 2 drawings and if neither drawing is sufficient, a \$250.00 additional charge will apply to hand draw 2 additional mock-ups. The digital design is created from the mock-up you choose in your choice of colors.
- Unless purchased separately, you “the customer” must provide written content and pictures for the pages of the website.
- Once the website is complete and live the customer is responsible for maintaining the site including updates & backups.
- DEK Technologies is not responsible for websites that become compromised in any way including robotic attacks and viruses.
- DEK Technologies can provide monthly maintenance services for \$65 per month if required to handle the updates & backups as required.
- Ported websites will contain nothing less than the original website with regards to communication forms, or visitor entry forms and calendars of any kind. All content is to be ported from the original website and any changes will be billed on an hourly basis except structure changes that are defined before work commences. Images are used on an as-is basis and DEK Technologies is not responsible for the image quality of ported images.

- Resale. If you have received written permission from DEK Technologies to resell all or part of the Services that you are receiving pursuant to this Agreement, you are responsible for providing support to your clients. If DEK Technologies is contacted directly by any such client, DEK Technologies may suspend all or part of the Services that it is providing to you. If DEK Technologies does so, DEK Technologies will give you notice of the suspension and the reason for the suspension. Once you have satisfied DEK Technologies that you have taken reasonable steps to inform your clients that they are to contact you for support and to ensure that you are providing that support, DEK Technologies will lift the suspension. There is no abatement of Fees during any such suspension. Furthermore, any acts and omissions of your clients that would be breaches of this Agreement had they been your acts or omissions are your responsibility and will be treated as if they are your acts and omissions.
- Additional Services. Any additional services related to the Hosting Services or Domain Name Registration Services that are requested by you and that DEK Technologies in its sole discretion provides (“Additional Services”) are deemed to be Services provided pursuant to these TOS, and they will be provided at DEK Technologies then current rates.
- Support.

0. FAQs. DEK Technologies maintains a list of frequently asked questions relating to the Hosting Services on its website located at <https://dektechhosting.com/canadian-website-hosting-domain-name-support/?ccce=knowledgebase> (the “Support Site”), and there are secondary lists of frequently asked questions on most of DEK Technologies country-specific sites.

1. Technical Support. DEK Technologies will provide technical support relating to the Hosting Services via its help desk. The help desk aims to provide technical support 24/7/365. The help desk can be reached by: (i) telephone; or (ii) email. The email address and the telephone number that you should use are set out on the Support Site.

2. Verifiable. DEK Technologies will use commercially reasonable efforts to resolve each problem reported to DEK Technologies help desk and verifiable as being a problem or deficiency with the Hosting Services.

3. Assistance. When you report a problem to DEK Technologies help desk, you will provide: (i) any assistance reasonably necessary to allow DEK Technologies to verify and resolve that problem; and (ii) all information that you are reasonably able to provide with respect to any problem.

4. Billing. Billing and account support is available via the web-based tool that DEK Technologies provides to you to manage your account. The tool is available on the Support Site. Please check DEK Technologies web site for the hours that apply to your jurisdiction.

- **CONTENT**

- Intellectual Property. No intellectual property rights are transferred by DEK Technologies to you by these TOS.
- Your Content. “Your Content” means all materials, information, data or code that you upload, store, transmit, receive or process in connection with the Services. You hereby grant to DEK Technologies and its directors, officers, employees, agents, consultants or subcontractors the right to use, reproduce, transmit and delete (as applicable) Your Content in such manner as may be necessary to enable DEK Technologies to perform the Services and otherwise exercise any right or perform any obligations under this Agreement.
- Monitoring Your Content. Although DEK Technologies is not obligated to monitor content and assumes no responsibility for Your Content or the content of its other customers, DEK Technologies reserves the right, subject to all applicable laws, to investigate Your Content and may block access to, refuse to host, or remove any information or material that it deems to be in breach of section 6.1.

- **ACCEPTABLE USE**

- Unacceptable Use. Unacceptable use refers to any unlawful, illegal or inappropriate use as set out in this section 6. You may not use the Services or DEK Technologies technology infrastructure in any manner that constitutes an unacceptable use. Unlawful or illegal use is the creation, collection, transmission, storage or exchange of any material in violation of any applicable law or regulation. Inappropriate use includes any use or behaviour that may: (i) jeopardize DEK Technologies products, services, technology infrastructure or ability to operate; or (ii) expose DEK Technologies to civil liability. Unlawful, illegal or inappropriate use includes use of the Services to:

0. possess, store, view, download, transmit, distribute (by any peer-to-peer service or otherwise) or traffic any materials that:

- include child pornography;
- infringe any person’s copyright or other intellectual property right (including unlicensed or improperly licensed applications, music, games or other materials);
- wilfully promote hatred against or defame any identifiable individual, group or other organization;
- can be used for attacking computer systems and networks and defacing websites (including scripts, executables or other tools).
- include any form of malware

1. make threats to a person's safety or property;
2. defame other persons;
3. interfere with the services that DEK Technologies provides to its other customers;
4. interfere with, disrupt or damage the servers used by DEK Technologies to provide such services, those of DEK Technologies suppliers or those of DEK Technologies other customers;
5. impersonate or falsely state or otherwise misrepresent your identity or affiliation with any person or entity;
6. wilfully bypass or subvert the physical, logical or procedural safeguards such as firewalls, web-filtering software or other access controls used by anyone to gain unauthorized access to anyone's technology infrastructure or distributing computer programs designed to assist in doing so;
7. any act in violation of any applicable local, provincial, state, national or international law or regulation including any laws relating to:
 - the export of data or software;
 - the protection of human rights;
 - the promotion of hatred;
 - defamation;
 - criminal offences;
 - the protection of intellectual property; or
 - including the sending of commercial electronic messages without consent from the recipients.
8. Unacceptable uses of the Services or DEK Technologies technology infrastructure may also include but are not limited to: ailing, unsolicited emailings, newsgroup spamming, hardcore pornography (including but not limited to the use of animals in such pornography) or links to such sites, copyrighted MP3, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and running of any scripts, executables, or other programs or processes that can in any way adversely affect the performance of DEK Technologies technology infrastructure. DEK Technologies will be the sole and final arbiter as to what constitutes a violation of this policy.
 - Disruptive Uses. You may not use the Services or DEK Technologies technology infrastructure in any manner that interferes with or disrupts DEK Technologies other customers. When any of the following events occurs in relation to any hosted web site, it is a disruptive use, a breach of these TOS and DEK Technologies may exercise its rights under section 6.6 including to suspending Services:

0.

- generating a daily, weekly or monthly volume of network traffic that is excessive in relation to amount of network traffic typically generated by DEK Technologies other clients who have purchased similar hosting services;
 - generating spikes in network traffic usage that are out of proportion (in volume or frequency) to those typically generated by DEK Technologies other clients who have purchased similar hosting services;
 - on a daily, weekly or monthly basis, consuming CPU or other processing resources in a manner that is excessive in relation to amount of network traffic typically generated by DEK Technologies other clients who have purchased similar hosting services;
 - even if they do not come within (i), (ii) or (iii) above, running peer-to-peer applications, peer-to-peer file sharing, proxy servers, bit torrent, online gaming servers, proxy server network, interactive relay chat (IRC), interactive chat applications, membership or community sites, file sharing, video sharing, photo sharing or other resource intensive services or applications.
 - using disk space to store materials unrelated to or unnecessary for the operation of the web site for which the Hosting Services were purchased (for example, using disk space for data warehousing, email storage, backups of emails accounts, backups of all or part of any computing, telecommunications or mobile device or other forms of mass data storage); or
 - the sending of any commercial electronic messages promoting the web site or otherwise directing attention to the web site to any recipient without the recipient's consent
 - No "Spam": UCE/UBE or "spam" originating from a server located on our network or associated with a DEK Technologies server is not tolerated. This includes any email that promotes websites hosted on a server located on the DEK Technologies network, but which is sent from an email address not associated with a DEK Technologies account.
- Music, Image and Video Files. Responding to and addressing copyright complaints is a time consuming process. From time to time, DEK Technologies scans its servers looking for MP3, MP4 and other file formats commonly used for music, images or video. If such files are detected amongst Your Content, DEK Technologies may ask you to demonstrate

that they are: (i) owned or properly licensed by you; and (ii) if licensed, not being used in a manner that is inconsistent with that license. If you fail to do so for any file or, in the alternative, remove the file from DEK Technologies servers, it is a breach of this section 6.3 and DEK Technologies may exercise its rights under these TOS including section 6.6 and section 5.3

- Reporting. If you become aware that any person has committed, is likely to have committed or is likely to commit any act described in section 6.1, you will promptly report it to the help desk from which you receive technical support.
- Investigation. DEK Technologies reserves the right to investigate suspected breaches of this section 6, you agree to cooperate with DEK Technologies when asked to assist in any such investigation.
- Breaches. If you breach this section 6, it is probable (in DEK Technologies sole discretion) that you have breached or it is likely that you will breach this section 6 (also in DEK Technologies sole discretion), DEK Technologies in its sole discretion may suspend or revoke your access to the Services or DEK Technologies technology infrastructure. Breaches of this section 6 may also result in you incurring criminal prosecution or civil liability.
- Others Breaches. DEK Technologies assumes no liability for enforcing or not enforcing the provisions in its other service agreements relating to acceptable use.

- **IP ADDRESSES**

- DEK Technologies may assign one or more Internet Protocol addresses to you for use with the Services. You acknowledge that you have no right, title or interest in or to any IP addresses assigned to you by DEK Technologies or its representatives in connection any Services. DEK Technologies or its suppliers may change any such address at any time, but DEK Technologies will use reasonable efforts to give you notice of any change if the affected IP address is a fixed IP address.

- **PAYMENT**

- Fees. The fixed fees and/or rates applicable to any Service are set out in the online order form for the Service (the "Fees"). They may include one-time fees (these are typically for setting up the service) and recurring fees. **PLEASE NOTE THAT THE ONLINE ORDER FORM MAY ALSO SET OUT A RATE INCREASE THAT WILL BECOME EFFECTIVE UPON THE EXPIRATION OF A PROMOTIONAL RATE. SUCH AN INCREASE WILL HAPPEN WITHOUT FURTHER NOTICE TO YOU.** Otherwise, DEK Technologies will give you at least 30 days prior written notice of any increase to the Fees.
- Promotions. From time to time, DEK Technologies may offer its services to new or existing clients at discounted or promotional rates. You acknowledge that any such

promotion is only applicable to one of your Services if the promotion or discount is clearly set out as applicable on the online order form used that you used to order the Service.

- Expenses. Unless expressly set out otherwise in an applicable Service Description, you will reimburse DEK Technologies for all registrar's fees or other related expenses incurred by DEK Technologies in relation to any third-party service described in section 4.3.
- Taxes. You will pay any present or future sales, goods and services, excise, value-added, or other similar taxes including any related interest or penalties (imposed at any time by any governmental authority) arising from or related to any Services other than taxes based on DEK Technologies net income.
- Payment of Fees. DEK Technologies accepts payment by credit card (Visa, MasterCard or American Express)
- In Advance. Payment for Hosting Services is in advance. When you order a Hosting Service, you are required to pay the full amount of Fees for the initial term and applicable taxes. When a Hosting Service renews, you are required to pay the full amount of Fees for the renewal term and applicable taxes. A Hosting Service renews when it has not been terminated by you prior to the last date of the initial term or any renewal term for which you have paid.
- Additional Services. Fees for Additional Services, applicable taxes and reimbursable expenses are due at the end of the month in which they are incurred.
- Automatic Charging. When DEK Technologies is entitled in accordance with this Agreement to any Fees, applicable taxes or expenses, such amounts will be automatically charged to the credit card account that DEK Technologies has on file for you and you authorize DEK Technologies to do this. DEK Technologies will send an invoice for these amounts to the email address that it has on file for you before doing so.
- Chargebacks. Please note that should any amount that you pay by credit card or PayPal be charged back to DEK Technologies, you will incur an additional Fee of \$25.00. The payment will not have been received by the due date, and:
 0. DEK Technologies may restrict, suspend or terminate the affected Services; and
 1. the overdue payment shall bear interest at the rate of one percent (1%) per month (an effective annual rate of 12.68%) or the maximum rate permitted by law, whichever is less. Further, DEK Technologies shall be entitled to recover its collection costs, including legal fees and expenses.
 - 30 Day Guarantee of Hosting Services.

0. If at any time during the 30 day period beginning on the date that you purchase Hosting Services for the first of your websites to be hosted by DEK Technologies you are not satisfied with the Hosting Services that you are receiving, you may terminate this Agreement by using the web-based tool that DEK Technologies provides to you to manage your account to terminate the Hosting Service. If you do so, you will receive a refund. THE REFUND WILL BE CALCULATED BY SUBTRACTING THE FOLLOWING AMOUNTS FROM ANY FEES PAID BY YOU FOR THE HOSTING SERVICES PURCHASED IN RELATION TO YOUR FIRST WEBSITE TO BE HOSTED BY DEK Technologies:

- ALL ONE-TIME FEES SET OUT ON THE ONLINE ORDER FORM THAT YOU COMPLETED;
- ALL FEES RELATED TO THIRD-PARTY SERVICES EITHER IDENTIFIED AS SUCH OR OPTIONALLY ADDED TO YOUR ORDER WHILE IN THE ONLINE ORDER FORM. THIS INCLUDES BUT IS NOT LIMITED TO PRODUCTS AND SERVICES SUCH AS, GOOGLE APPS, AND SSL CERTIFICATES;
- ALL FEES AND RELATED DISBURSEMENTS FOR DOMAIN NAME REGISTRATION SERVICES (INCLUDING FEES FOR RELATED PRIVACY SERVICES); AND
- ANY ADDITIONAL FEES THAT APPLY TO THE TRANSFER OF ANY RELATED DOMAIN NAME.

- **TERM**

- Term. This Agreement shall be effective as of the date on which you order your first Service and shall continue until terminated in accordance with the terms and conditions set out in the remainder of this section 10 (the "Term").

- **SUSPENSION AND TERMINATION**

- Suspension. If you breach of these TOS, DEK Technologies may, in its sole discretion, restrict or suspend the Services, without prior notice to you and without an opportunity to cure the breach. If you are given an opportunity to and you cure the breach or you demonstrate to DEK Technologies satisfaction that you have taken steps to prevent future breaches of the TOS, DEK Technologies will lift the restriction or suspension. DEK Technologies will give you notice of any suspension or restriction. Whether or not a restriction affects your access to Your Content is in DEK Technologies sole discretion. PLEASE NOTE THAT FEES WILL BE CHARGED DURING THE PERIOD OF ANY SUSPENSION OR RESTRICTION OF SERVICES.
- By You. You may terminate any Service at any time by using the web-based tool that DEK Technologies provides to you to manage your account to terminate the Service. PLEASE NOTE: Subject to section 8.10, any amounts paid in advance for Services will not be refunded.

- By DEK Technologies. DEK Technologies may terminate any Service by giving you at least 30 days written notice of the termination date. DEK Technologies may terminate this Agreement immediately and without prior notice to you:
0. if you breach section 6 (Acceptable Use);
 1. if you breach section 8 (Payment) and do not cure that breach within 10 days of the breach; or
 2. if you breach any other section of these TOS and do not cure that breach within 15 days.
- Survival. Those sections of this Agreement which by their nature should survive the termination or expiration of this Agreement, including but not limited to 3.4, 4.2(g), 4.2(l), 4.3(b), 4.3(c), 5, 7, 8, 10.4, 11, 12, 13, 14, 16 and 17 will remain in full force and effect following the expiration or termination of this Agreement.
 - Renewals. Services purchased for a set period (for example, three years) will be automatically renewed upon the expiry of that period unless you give DEK Technologies written notice of your intention to terminate them at least 30 days prior to the expiry of that period. They will be renewed at DEK Technologies then current rates for such Services.

- **WARRANTIES AND DISCLAIMERS**

- THE INTERNET IS A COMPLEX NETWORK OF EQUIPMENT, SERVICES, AND PROVIDERS OF INFORMATION, THUS THE SERVICE MAY NOT BE AVAILABLE TO YOU AT ALL TIMES. YOU ACKNOWLEDGE THAT THE HOSTING SERVICES AND OTHER SERVICES MAY NOT ALWAYS BE AVAILABLE, AND WITH THE EXCEPTION OF ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, DEK Technologies EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS WITH RESPECT TO THE HOSTING SERVICES OR OTHERWISE ARISING FROM THIS AGREEMENT WHETHER EXPRESS OR IMPLIED, PAST OR PRESENT, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

- **LIMITATIONS OF LIABILITY**

- Limit. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF DEK Technologies (INCLUDING ITS REPRESENTATIVES AND SUPPLIERS) TO CLIENT FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THE AMOUNT PAID BY CLIENT DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH CLIENT MAKES ITS FIRST CLAIM FOR DAMAGES.
- Indirect Damages. DEK Technologies (INCLUDING ITS REPRESENTATIVES AND SUPPLIERS) SHALL NOT BE LIABLE TO CLIENT OR ITS END USERS IN ANY WAY WHATSOEVER, FOR

ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, REVENUE OR PROFIT RESULTING FROM OR ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OR USE OF THE HOSTING SERVICES. THIS LIMITATION SHALL APPLY WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, OR WHETHER DEK Technologies HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- Some jurisdictions do not allow the exclusion of incidental, special or consequential damages. If any jurisdiction having applicability to the TOS does not permit any such exclusion or limitation, DEK Technologies total liability to you in connection with any incidental, special or consequential damages will be limited by section 12.1.
- Allocation of Risk. Client and DEK Technologies understand and agree that, to the extent permitted by applicable law, the foregoing exclusions and limitations of liability represent the parties' agreement as to allocation of risk between them in connection with their respective obligations under this Agreement. The fees payable to DEK Technologies reflect, and are set in reliance upon, this allocation of risk and the exclusions and limitations of liability set forth in this Agreement.

- **INDEMNIFICATION**

- You agree to indemnify and hold DEK Technologies and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to Your Content, your use of the Services or any wilful misconduct on your part.

- **AGREEMENT**

- Entire Agreement. These TOS and all documents incorporated herein by reference constitute the complete agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter.
- Severability. Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.
- Waiver. No waiver of any part of this Agreement will be deemed to be a waiver of any other provision. No term of this Agreement will be deemed to be waived by reason of

any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

- Interpretation. The headings used in the Terms are for convenience of reference only. No provision of the Terms will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. Throughout the TOS, the term “including” or the phrases “e.g.,” or “for example” have been used to mean “including, without limitation”.

- **ASSIGNMENT**

- TOS. You may not assign the agreement represented by these TOS, either in whole or in part, without the prior written consent of DEK Technologies. Any other attempted transfer or assignment of rights hereunder shall be null and void.
- Domain Names. These TOS do not restrict your ability to transfer any domain for which you are the registrant. If DEK Technologies is the registrar for the domain name, please request our “domain name transfer instructions” by sending an email to support@DEKTechnologiesupport.com. We will send you the specific details and information about transfer of ownership.
- DEK Technologies. DEK Technologies may assign its rights and obligations hereunder without your prior consent.

- **NOTICE**

- Notice. Any notice or other significant communication given to you pursuant to the Terms will be in writing, addressed to any email address or address that you provided to DEK Technologies when acquiring your first Service (as updated by you in accordance with section 3.2) and sent to you by email or by nationally recognized overnight courier as applicable. Any notice or other significant communication given to DEK Technologies pursuant to the TOS will be in writing and sent to DEK Technologies at the address then listed on the Site in the Contact Us section by fax or nationally recognized courier. Notices will be deemed to have been received one business days following: (i) email transmission by DEK Technologies to you; (ii) deposit with a globally recognized overnight delivery service, all delivery charges pre-paid; or (iii) transmission if sent by facsimile and receipt confirmed by the facsimile machine used.

- **OTHER**

- Governing Law. This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws provisions. The parties consent to the jurisdiction of the courts of Ontario.

- Independent Contractors. The relationship between the parties is that of independent contractors, and not that of partnership, joint venture, employment, franchise or agency. Neither party may incur any obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
- Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that such party gives the other party prompt notice of such cause and uses reasonable commercial efforts to correct such failure or delay in performance.

- **AMENDMENT**

- DEK Technologies may change the TOS from time to time and at any time. When DEK Technologies changes the TOS, DEK Technologies will: (i) post the updated version of the TOS on the Site together with the date on which it was revised; and (ii) on home page for the Site for at least 30 days following any change to the TOS post a notice that the TOS have been updated.
- As well, DEK Technologies may, but is not obliged to, ask you to actively confirm your consent to the revised TOS. If DEK Technologies does not do so, but you continue to use the Services or Site after the changes come into effect, you will be deemed to have agreed to abide by the revised TOS. If you do not agree with the revised TOS without qualification, terminate any existing Services that you are receiving from DEK Technologies and instruct DEK Technologies to disable any password for the Site assigned to you.
- DEK Technologies reserves the right, in its sole discretion, to change or modify the Site from time to time including but not limited adding or removing functionality or features or changing its name.