

Web hosting terms of services

Where has that Clic.net has the mandate to publish the customer's files and web pages on the internet.

Where has that Clic.net agrees to grant the customer the non – exclusive permission to use the files and web pages publishing services on the internet.

Where has that Clic.net does not sell to the customer its files and web pages publishing services on the internet but that Clic.net only grants the right to use the service under the conditions stated below.

BOTH PARTIES AGREE TO THE FOLLOWING:

1. Interpretation

Terminology: The following terms and expressions shall have the following meanings for the purposes of this AGREEMENT and for the purposes of the exhibits hereto, if any.

aa) Service

means web pages and files publishing on the internet services offered by Clic.net.

bb) Usage

means the customer's rights to use in a non-exclusive manner Clic.net's web pages and files publishing services on the internet

cc) Site

means without limitation any files, databases, transactions journals, software's, programs or any other like elements used by the Client or is the result of the usage of the Service by the Customer.

dd) User

means any person, other than the Customer, accessing the Services using the customer's access codes.

b) Jurisdiction

Any provision of this contract not-in conformity to the applicable laws is supposed without effect insofar as it is prohibited by one of the said laws. If a provision contravenes with an applicable law, it must be interpreted, if necessary, in order to make it in conformity with the applicable law or, in the way most likely to respect the intention of the parties without derogating from the regulations of the applicable laws to which the parties do not wish to contravene.

When the contract contains a prohibited provision, all the other provisions of the contract remain in force and continue to bind the parties unless the provision which derogates from the applicable laws unless the provision is with the correct operation of the contract.

2. Usage

- a) Under the express condition that the Customer respects and conforms to all and any of the provisions of this AGREEMENT, Clic.net hereby grants the Client the Use of the Services.
- b) The Customer shall only access the Services by using the code given to it by Clic.net.

3. Considerations

- a) The options chosen by the Customer and their specific payment options are indicated on this www.pricing.clicshop.com page, which forms integral part of present.
- b) The Customer agrees that the costs of the Services are payable in advance.
- c) The Customer agrees that the Service provided by Clic.net will be stopped without notice and until perfect payment of the sum due if its payment is not received the last day of the period of access in progress, in which case, the Customer commits himself paying in Clic.net expenses of reactivation of 10,00 \$.
- d) The customer agrees that any payment carried out with Clic.net is nonrefundable.

4. Customer's obligations

- a) The Customer agrees to use the services offered by Clic.net in a matter consistent with all the applicable laws and regulations in force restricting or prohibiting the export or the importation of data-processing programs of information between the countries or the provinces.
- b) The Customer agrees to take all necessary action to prevent any export, importation, or prohibited reproduction of data-processing programs or information covered by royalties.
- c) The Customer also agrees to take necessary actions to prevent any exchange of data-processing programs or information covered by royalties.
- d) The Customer agrees to always be courteous and use a suitable language.

- e) The Customer agrees not to use at any time any racist, discriminatory, threatening, abusive, harassing, defamatory, obscene or hateful language in any communication with Clic.net and this particularly in any file, message, text or any other form of communication.
- f) The Customer agrees not utter any threats, of any nature, in particular by the means of a file, a message, a text or any other form of communications.
- g) The Customer agrees to pay an interest rate of 18% per year (1, 5% per month) on any unpaid balance, including any accrued interest.

5. Customer's responsibilities

- a) The Customer is entirely responsible for the use of his access code whether it is used with permission of fraudulently by the client or any body else.
- b) It is strictly forbidden for the Customer to allow a third party to have access to the services through the customer's access code, Clic.net shall then have the right to terminate this agreement without prior notice.
- c) The Customer is entirely responsible for any usage of the Service in violation or not-in conformity to the terms of the present contract and this, by anyone using the service.
- d) The Customer is entirely responsible for any damages caused by him or anyone else in possession in the customer's access code, including but not limiting to interruption or any disruption of the services offered by Clic.net to any other party or any financial losses occurred because of these damages.
- e) The Customer is entirely responsible for his own files residing on Clic.net's servers. The customer is also entirely responsible for the independent backup of data stored on Clic.net's servers.
- f) The Customer is entirely responsible of all verifications necessary, as soon as possible, of the configuration of his site and/or of his store in order to make sure that all is in conformity with his requests.

6. Clic.Net's responsibilities

- a) Clic.net shall not be responsible for any Service interruption caused by any event not under Clic.net's control such as power failure, telecommunication network failure, to any external component not under Clic.Net's responsibility, or any other unforeseeable event.
- b) Clic.net gives no warranty of any kind regarding neither the availability of the internet connection nor the delivery of any packets.
- c) Clic.net reserves the right to remove from the Customer's site, without notice, any file, database, transaction journal, software or any other element which causes excessive usage of Clic.net's servers including without limitation, Clic.net's central processing units, discs, software's or any other similar element may be a nuisance to any other customer and this at Clic.net's in its sole discretion.
- d) Clic.net shall not be responsible for any damages, loss, alterations, and deletions of any files, databases, transaction journals, erroneous configuration, software's or any other element used by the customer or resulting from the customer's usage of the Services.

7. Termination

- a) In the event that the Customer does not respect any of the provision of this AGREEMENT, Clic.net shall have the right to terminate this AGREEMENT by way of a written notice.
- b) In such a case, the Customer shall not be entitled to any reimbursement and any amount due to Clic.net shall then become immediately payable.
- c) The parties hereby agree that in the event of the termination of this agreement for any reason by Clic.net, Clic.net shall not be held responsible for any reason whatsoever of any damage direct or indirect and further more that the only compensation which could be granted to the customer will be limited to the refunding of the cost of the Service for the month in progress and will not include and will not extend to any other complaints or claims to a compensation, including but limiting themselves to any loss of profits, of data or direct or indirect damage or any other complaint of this kind, and this, even if Clic.net was advised of the possibility of this damage.

8. General

- a) Clic.net shall have the right to modify the terms and conditions of this agreement by way of a ten days written notice sent to the Customer by mail or email.
- b) The present agreement will take effect as of the signature date or on the first date of usage of the access code whichever comes first.
- c) The customer accepts the following conditions:

- aa) All programs and scripts installed in the Customer's account shall not use more than 2% of system resources within a five (5) seconds period;
- bb) All programs and scripts installed in the Customer's account shall not interact with server hardware or configuration – Use of these types of programs and scripts will result automatically in termination of the Customer's account without notice or refund;
- cc) All programs and scripts must use a reasonable part of system resources. Script or programs using too much RAM or CPU resources will be stopped and extra charges may apply;
- dd) Use of any programs or scripts which appears to harm or attack the system will result automatically in termination of the Customer's account without notice or refund, at Clic.net's sole discretion;
- ee) Should a customer require a hosting plan downgrade, a 50,00 \$ service fee will apply. No service fees will be charged for hosting plan upgrades.
- d) Termination: the Customer can ask for the cancellation of his account by addressing an email to : cancel@clic.net one month prior to the expiration date of the initial term or the end of one periods resulting from its renewal. A confirmation of your request shall be transmitted via email. A cancellation fee of 50.00\$ plus applicable taxes will be invoiced for any cancellation request received without a 30 day prior notice. Any started period is due and will not be carried out to any refunding. Any request by phone and/or via email to any other addresses will not be accepted.

Submission of a cancellation request does not automatically complete the cancellation process because your account can be overdue and in this case, the balance of your account must be regulated before your cancellation. To close the process of cancellation, the Customer will receive a confirmation indicating that the account has been closed and that the account balance is at zero.

- e) Taxes: Any right or taxes which could be or becomes billable is invoiced in addition amount previously to the contract.
- f) Acts of God, cases of absolute necessity or fortuitous occurrence: parties will not be responsible, or regarded as having failed in the present Service Agreement, for any delay or in execution, when the delay or in execution is liable to an Act of God, a case of absolute necessity or a fortuitous occurrence usually recognized by jurisprudence. The Act of god, case of absolute necessity of fortuitous occurrence suspends the obligations born of the contract throughout all its existence.
- g) Package renewal: Please take note that your package will automatically renew on your anniversary date without prior notice. The payment will automatically be taken on the credit card on file unless you advise us otherwise.