

## **HOSTING AGREEMENT**

This Agreement is between YOU (“you” or “your”) and Engynn Technologies LTD (“ENGYNN”). These Terms and Conditions of Service (hereinafter “**Terms and Conditions**“) are applicable to your use of the website hosting services (“SERVICE” or “SERVICES”) offered by Engynn. By using any of the services or products provided or serviced by ENGYNN, either directly or through a reseller, you acknowledge that you have read, understood, and agree to be bound by our Terms and Conditions.

The present Terms and Conditions have last been modified on Jan 15, 2019, and apply to all users.

### **Terms and Conditions**

You must read and accept these terms before you can use ENGYNN hosting services. By accessing and continuing to use any ENGYNN services, you confirm your agreement to be subject to the Terms and Conditions. If you do not agree to these Terms and Conditions, please do not access or use any ENGYNN services.

ENGYNN may need to modify these Terms and Conditions from time to time, to adapt to changing technologies, laws and/or regulations. ENGYNN may choose to provide the Client with a prior written notice if the changes significantly impact the Client’s services, but ENGYNN will do this solely at its own discretion and is in no way obligated to provide notice. Any changes to the Terms and Conditions shall enter into force within thirty (30) days of their publication on the ENGYNN Web Site.

### **Eligibility Criteria of ENGYNN Services**

The SERVICE is only available only to persons who have the legal capacity to contract, among others, without limiting the generality of the foregoing, our services are available only to persons aged 18 and over. If your registration is made on behalf of a corporation, you certify that you are a duly authorized representative of that corporation.

This agreement is only superseded by other agreements made with Engynn, such as maintenance agreements.

### **Account Creation, Maintenance, Modification and Cancellation**

You agree to use your account solely for lawful purposes and agree that you are fully responsible for all content and data on your account.

You agree that you are fully responsible for maintaining the confidentiality of your customer and login information and password. You agree that you are entirely responsible for all activities that occur under your account, unless otherwise specified in other agreements with ENGYNN. You agree to notify ENGYNN immediately of any unauthorized use of your account or of any other breach of security. You agree ENGYNN will not be liable for any loss that you may incur as a result of other parties using your Account Access Information, either with or without your knowledge. ENGYNN advises you keep your Account Access information in a secure location and take precautions to prevent others from gaining access and/or using your Account Access Information. You may not, under any circumstance, compromise the security of your account or of the ENGYNN infrastructure in any way.

While ENGYNN has several measures in place to increase the availability and reliability of the data stored on its servers, you agree to maintain your own backup copies of all data stored on our servers and not to hold ENGYNN liable for any errors or interruption of services, whether within or outside of ENGYNN's reasonable control.

### **Responsibility for Content**

You agree that you are solely responsible for the content stored on and served on your hosting account. You further agree that you are responsible for all activity in your account, whether initiated by you, by others on your behalf, or by any other means. ENGYNN disclaims liability for any activity in your account, whether authorized by you or not.

### **Account Suspension and Cancellation**

ENGYNN can suspend or terminate without prior notice any accounts that do not comply with these Terms and Services in order to maintain a safe and secure environment for our clients.

ENGYNN will attempt to notify you in case of account suspensions or cancellations. In some circumstances, ENGYNN may suspend an account without prior warning to avoid serious harm or service degradation.

### **Backups**

For certain services, ENGYNN provides courtesy backups to help protect your data.

However, backups can occasionally fail. Under no circumstance will ENGYNN be held responsible for any loss resulting from incomplete or incorrect backups. By using ENGYNN services, you agree to maintain **complete backups on your own computers of all data stored on ENGYNN servers.**

### **Privacy Policy**

ENGYNN is committed to your privacy, and does not sell, trade or give out your personal information unless required as part of your service contract or by law. For our complete privacy policy, please consult our website [engynn.com](http://engynn.com)

### **Acceptable Use Policy**

In a shared web hosting environment, several clients must share server resources. As such, it is important not to use your hosting account in any way that may negatively affect other ENGYNN clients. Your sales agreement will specify the resources available to you including disk space and bandwidth. Engynn works closely with clients to ensure allocated resources are not exceeded, however – in the case that resources are exceeded ENGYNN reserves the right to charge for overages as follows:

- Each additional 25GB of bandwidth for calendar month: \$50
- Additional disk space - \$25 per 50GB each month

## **Domain Privacy Protection Service**

If purchased in conjunction with certain types of domain names, the Privacy Protection service (also referred to as ID Protect) is intended to shield the customer's personal information from the public domain name information database, called the « WHOIS » database, by replacing the customer's information with those of a confidentiality services provider. The Privacy Protection service cannot prevent information from being published by third parties, nor does it remove any public « WHOIS » information that may have been saved and published by other parties prior to the purchase and activation of the protection. The Privacy Protection service is not available for all domain types.

The Privacy Protection service is non-refundable and is not covered by our money-back guarantee. The Client must always maintain accurate contact information in their domain profile, as stipulated by ICANN's rules and regulations.

## **SSL Certificates**

Unless otherwise requested prior to the installation, an SSL certificate will be installed and will work exclusively on the domain name or subdomain that was requested during your order. SSL Certificates are non-transferable. The installation of an SSL certificate does not guarantee the use of encrypted https protocol throughout your website. Additional website configuration changes are recommended to fully make use of your certificate's data encryption.

## **Service Guarantees**

### *Money-back guarantee*

ENGYNN is fully committed to your satisfaction and offers the following money-back guarantee: if you are not 100% satisfied for the service obtained within 30 days of your purchase, ENGYNN will refund your hosting costs.

### ***Guaranteed technical support in 24 hours or less***

ENGYNN guarantees a response to technical support questions received VIA our toll-free number or via email to support@engynn.com within a maximum of 24 hours (although we normally reply much faster than that!). This guarantee does not apply to incomplete support requests, requests that do not reach us (due to sending to the wrong email), requests not directly linked to the services provided by us or that fall outside the scope of our service support, requests that have been responded to but require additional resolution time or requests that cannot be answered due to causes outside of our direct control.

If a technical request is not answered within this timeframe, ENGYNN can issue an account credit equivalent to 25% of your pre-tax monthly fees per incident, up to a maximum of 100% of your monthly hosting fees, following your written request to support@engynn.com Account credit can be applied to any services with ENGYNN.

### *99.9% Guaranteed Server Availability*

ENGYNN understands the importance of having a continuously available web site and guarantees a server availability (or "uptime") of 99.9%, calculated monthly. Our services are considered available if they respond to external PING requests from at least two different services.

Any scheduled maintenance outage will not be considered when computing monthly uptime. Sporadic or localized outages due to Internet network conditions outside of our control will also not be considered when computing monthly uptime, nor will incorrect DNS or account manipulations by the Client, including programming errors or script errors.

In the rare case that an unscheduled outage causes a service to be unavailable for more than 0.1% of a calendar month (or 43 minutes), you will be eligible for an account credit equivalent to 5% of your pre-tax monthly fees for every additional hour of unscheduled downtime, up to 100% of your monthly hosting fees. You can request a service credit following an outage by contacting [support@engynn.com](mailto:support@engynn.com). Service credits can only be issued once per month, at the end of a calendar month. Domain names are not eligible for account credits.

## **Renewals**

ENGYNN will generate renewal invoices automatically for all your active services at least 15 days prior to their expiration date. When we generate a new invoice, we'll send you an email with a copy of the invoice.

If you do not wish to renew a service, please contact [support@engynn.com](mailto:support@engynn.com) at least 15 days prior to your service's renewal date in order to avoid being charged for its renewal.

Expired services can be suspended if left unpaid by their due date and may be permanently deleted, at ENGYNN's sole discretion. Reactivating suspended services may incur additional fees.

You must maintain an active email address on file with us at all times in order to receive important account information, including invoices and expiry notices. Services not paid on their due date risk being suspended, and may be terminated permanently shortly after, at ENGYNN's sole discretion. Should you wish to reactivate your services after they have been suspended, a reactivation fee may apply.

## **Payments**

All payments must be made in Canadian dollars, unless stated otherwise. A first payment is required prior to the activation of a service, and all following invoices must be paid in full prior to their due date. Any overdue invoice will carry an interest of 2%, compounded monthly (corresponding to a yearly interest rate of 26.86%). Chargebacks or bounced checks due to insufficient funds will incur additional fees of C\$35.00, plus taxes.

Account credit is not automatically applied to new or open invoices. In order to manually apply your account credit on an existing unpaid invoice, please contact [support@engynn.com](mailto:support@engynn.com).

## **Refund Policy**

You can request a refund by sending a written request to [support@engynn.com](mailto:support@engynn.com)

Refunds are only available for periods after your 60-day cancellation notice.

Refunds can only be issued using the same payment. Payments made by check, money order, wire transfer, Western Union, Money Gram, or Interac Email Payments will be returned as cheque.

Refunds will generally be issued by ENGYNN within 14 days following the reception of your refund request, cheques will be subject to standard mailing times.

The following products and services are non-refundable: domain name registrations and renewals (including ID Protection services) and Webmaster Help. Setup and installation fees are non-refundable.

If a domain name or other service that is non-refundable was offered at a discounted rate with the purchase of a hosting product, the original full value of said service will be withheld from any refunded amount.

ENGYNN will not issue refunds for the same type of product more than once per account.

Billing errors can be refunded for a maximum retroactive period of 3 months. In the unlikely event that a billing error comes to your attention, you are encouraged to contact ENGYNN as quickly as possible to correct the error.

### **Disclaimer and Limitation of Liability**

SUBJECT TO THE WARRANTIES SPECIFICALLY PROVIDED IN THIS AGREEMENT, ENGYNN DOESN'T (i) MAKE ANY REPRESENTATION OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, REGARDING THE SERVICES OR PRODUCTS PROVIDED OR SERVICED BY ENGYNN, EITHER DIRECTLY OR THROUGH A RESELLER, AND THE ENGYNN SERVICE, ITS CONTENT AND (ii) ASSUME ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF COMPLIANCE OR NON-INFRINGEMENT. FURTHERMORE, SUBJECT TO THE WARRANTIES SPECIFICALLY PROVIDED IN THIS AGREEMENT. WHEN USING OR WHEN SEEKING TO USE THE SERVICE, THE USER EXPRESSLY AGREES THAT ENGYNN MAKES NO WARRANTY OR REPRESENTATIONS REGARDING THE SERVICES OR PRODUCTS PROVIDED OR SERVICED BY ENGYNN, EITHER DIRECTLY OR THROUGH A RESELLER AND THE SERVICE'S CONTENT: (i) NO WARRANTY OR REPRESENTATION IS MADE WITH REGARD TO THE CONTENT OF THE ENGYNN WEB SITE AND WITH REGARD TO ITS UP-TO-DATENESS, ACCURACY OR COMPLETENESS; AND (ii) AS A SERVICE TO USERS OF THE ENGYNN SERVICE, ENGYNN INCLUDES LINKS TO OUR HOSTING SERVICE, FOR WHICH ENGYNN HAS NO CONTROL. ENGYNN DOES NOT ENDORSE OR REPRESENT, IN ANY WAY WHATSOEVER, THE PRODUCTS, SERVICES, CONTENT OR ACCURACY OF THE CONTENT FOUND ON SUCH WEBSITES AND USERS IRREVOCABLY WAIVE BY THE PRESENT AGREEMENT ANY CLAIM AGAINST ENGYNN IN CONNECTION WITH SUCH WEBSITES; AND (iii), ENGYNN MAKES NO WARRANTY THAT ITS SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. ENGYNN DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

ENGYNN WILL IN NO EVENT BE LIABLE REGARDING THE ENGYNN SERVICE OR ANY OTHER RELATED SERVICES, WITH RESPECT TO ANY PARTY OR FOR ANY DAMAGE OR HARM ATTRIBUTABLE TO (INCLUDING AND WITHOUT LIMITATION) A BREACH OF CONTRACT, ERROR, OMISSION, OR FOR DAMAGE OR OTHER DAMAGES THEREFORE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR SYSTEM OF INFORMATION MANAGEMENT, LOSS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES AND THAT, EVEN IF ENGYNN IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ALTHOUGH ENGYNN ENDEAVOURS TO MAINTAIN THE ACCURACY OF THE INFORMATION, ERRORS CAN BE PRESENT. IN THE EVENT ENGYNN NOTICES AN ERROR, IT WILL BE CORRECTED AS SOON AS POSSIBLE, AND THE CUSTOMERS CONCERNED WILL BE ADVISED ACCORDINGLY.

### **Entire Agreement**

This Agreement, and any Sales Orders signed by the parties constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ENGYNN MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In case of any dispute or inconsistency regarding this main agreement, any attachments, and/or any Service Order, the Sales Agreement will take priority and these Terms and Conditions will take second priority in interpreting the parties' rights and obligations.

### **Force Majeure**

ENGYNN will make every effort to keep its web site and services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. You agree not to hold ENGYNN liable for any of the consequences of such interruptions.

### **Questions and Concerns**

If you would like clarification about ENGYNN's Terms and Conditions, please contact ENGYNN via our helpdesk at [support@engynn.com](mailto:support@engynn.com). Please contact us with your questions and concerns and we will deploy our best efforts to assist you.

### **Complaints**

Complaints or policy violations must be reported to [support@ENGYNM.com](mailto:support@ENGYNM.com) or by mail at 1303 Watt DR, SW Edmonton, AB T6X 1T8

### **Severability**

Should any provision of these Terms and Conditions be contrary to law, void, enforceable or illegal for any reason, such provision shall be deemed severable from the Terms and Conditions and shall not affect the validity or the enforceability of the remaining provisions.

### **Applicable Law and Jurisdiction**

This Agreement and its interpretation are subject to the laws of the province of Alberta and the laws of Canada applicable therein, without giving effect to any principles of conflicts of laws. The Parties must irrevocably submit all disputes arising out of this Agreement to the courts of the District of Edmonton, Province of Alberta, including disputes regarding the Agreement's interpretation and its effects.