



In case of divergence between the different language versions of these policies, the French version will prevail.

## **APPLICABLE TO ALL PIXEL GLOBAL COMMUNICATION CUSTOMERS**

The following policies apply to all customers of Pixel Global Communication services. By subscribing to Pixel Global Communication services, including subscription via a third party, a representative or a marketing partner, YOU AGREE TO THE POLICIES DESCRIBED IN THIS DOCUMENT AND AGREE TO COMPLY WITH IT. The service card is defined as the description of the hosting package as presented on the Pixel Global Communication site. In this document, the sections identified by Pixel Global Communication apply to subscribers of shared hosting plans.

## **GENERAL TERMS OF THE CONVENTION**

Pixel Global Communication undertakes to provide the Client with Internet connectivity services, hosting space and Internet traffic, as specified on the service map. Pixel Global Communication undertakes to devote all reasonable commercial efforts to ensure the best possible service to the Customer.

## **PRIVACY POLICY**

Pixel Global Communication undertakes to use the personal information transmitted to it by the customer only in the context of its daily operations and not to disclose it to other parties without the prior authorization of the customers concerned. exception from law enforcement authorities, if requested by such authorities, and collection agencies when necessary. Pixel Global Communication may use the name of the company or the client, as well as the comments submitted by it for reference in its advertising or in the texts of its site. The client may, at any time, send a notice by email in order to request that his name or comments not be used.

## **CONSENT**

By accepting the terms of use, you consent to the use of your personal data for the purposes provided herein. You understand that your personal data may be processed by Pixel Global Communication unless you withdraw your consent. You can withdraw your consent at any time by contacting Pixel Global Communication.

## **INTERNET CONNECTIVITY SERVICES**

Pixel Global Communication undertakes to provide the Client with Internet connectivity, IP addressing and Internet traffic services, as specified on the service map. The Customer agrees to use the bandwidth in compliance with acceptable usage policies.

## **IP ADDRESSES**

Any IP address assigned to the Customer by Pixel Global Communication must be maintained by the Customer efficiently and in accordance with ARIN standards, and must be used 80% within thirty (30) days of its allocation to the Customer by Pixel Global Communication. Failure to comply with this section may result in the revocation of the IP address by Pixel Global Communication after five (5) days notice to the Customer. Pixel Global Communication will maintain control and ownership of any number or address from the internet protocol that can be assigned to the Customer by Pixel Global Communication. Pixel Global Communication also reserves the right to modify or withdraw this internet protocol at its discretion.

## **OTHER SERVICES**

If the Customer requests, Pixel Global Communication may at its option provide the Customer with technical or non-technical support, as the case may be, other than that included in the service card, in particular with regard to restarting the systems, fault diagnosis, script and programming diagnostic, DNS service or any other type of support ("other services"), in the context of the Customer's use of the Customer's space and Bandwidth services. Unless the parties have agreed otherwise, the Customer agrees to pay for the provision of these other services at a rate of \$ 125 CAD per hour, billed in blocks of at least 30 minutes each.

## **INSTALLATION, REMOVAL, OWNERSHIP AND ACCESS TO EQUIPMENT**

Pixel Global Communication or its service provider is responsible for installing the equipment and is the sole owner of the equipment used by the customer. The customer does not own and cannot exercise any rights over the equipment. Access to equipment is not allowed. The customer will in no case be authorized to work or make modifications to the equipment.

## **IMMEDIATE THREAT**

If, in the opinion of Pixel Global Communication, acting in a reasonable manner, the hosted site or server constitutes an immediate threat to the integrity or performance of the material or network of Pixel Global Communication or of any other user of the services, or constitutes an immediate threat to the security of any person, Pixel Global Communication can then take the measures it deems necessary, without notice to the Customer and without incurring liability for any damage that may then be caused by a possible interruption in the progress of the commercial activities of the Customer (or of the latter's customers, if applicable). As soon as possible after the completion of such work, Pixel Global Communication will notify The Customer by email of the nature of the work carried out or the measures taken, as the case may be.



## RELOCATION

In the event that Pixel Global Communication requests it by email, The Client undertakes to relocate its site or its server(s) to the new location offered by Pixel Global Communication and this within thirty (30) days of receipt of the notice to this effect.

## INSURANCE

The Customer undertakes not to hold Pixel Global Communication liable and to indemnify it against any claim, liability, injury, death or any material damage which may result from or result from the use and / or occupation of the space. accommodation rented by The Client. Pixel Global Communication will in no way be held responsible for any loss, theft, disappearance, damage or destruction of any personal property, including the Customer's data recorded or placed by him in the rented space or the surrounding property regardless of the cause. Under no circumstances will Pixel Global Communication be required to provide insurance covering the equipment owned by the Customer or the data hosted by the Customer.

## CLIENTS IN DEFAULT

If the Customer is in default with respect to one or other of the obligations incumbent on him under this Agreement, Pixel Global Communication may, at its option, take one or the other if not all of the following measures: (i) suspend access to the Customer's space without notice; (ii) if the Customer is in default due to the non-payment of any sum due to Pixel Global Communication, Pixel Global Communication may exercise all the rights and remedies conferred on a party holding a guarantee under the applicable laws, including understood and without limiting the scope of the following, proceed by respecting the shortest notice period provided by law (if any).

## BILLING METHOD

Unless otherwise advised by the Client, billing communications for Pixel Global Communication services are by email. The first invoice must be paid before opening the account. Subsequent invoices must be paid in full no more than sixty (60) days after receipt of the invoice.

## PAYMENTS

All recurring monthly charges are payable in advance according to the term chosen by the Client (such as monthly, quarterly, annual). The payment of the first month of service, as specified on the service card, must be paid by the Customer to Pixel Global Communication when the account is opened. All amounts must be paid in dollars (CA \$) within sixty (60) days of the date appearing on the invoices issued by Pixel Global Communication, said invoices being issued 60 days before the end of the paid period. Any payment not made by its due date will bear interest at the rate of two percent (2%) per month (26.8% annually). Any check or direct debit that will be returned for lack of funds will result in management fees equivalent to the bank charges incurred.

## AUTOMATIC DEPOSITS BY CREDIT CARD

In the case of credit card payments, Pixel Global Communication will use the information in its possession to make a payment on the invoice date. The customer will not receive a notice prior to payment. He will receive a notice after each debit from the credit card. If the customer ever wishes to deactivate direct debit, he simply needs to contact customer service through his customer area. In addition, the customer therefore authorizes Pixel Global Communication to take the amount of the balance to be paid from the credit card used. The customer therefore also authorizes his financial institution issuing his credit card to load his account for amounts relating to Pixel Global Communication services. This authorization will be valid until an authorized person on the account requests to suspend the direct debit.

The Customer will make said payments in the form of pre-authorized payments linked to a credit card, or by check drawn on immediately available funds, said check to be delivered to Pixel Global Communication at the address mentioned at the beginning of this document.

## DEFAULT OF PAYMENT

Following a default in payment, a 48-hour notice to remedy it will be sent. In the event that payment is not made within the prescribed period, the account will be temporarily suspended for non-payment. This suspension will be carried out by cutting the FTP access and modifying the home page. Full payment of overdue invoices will be required to reactivate the account, regardless of the type of service.

## MODIFICATION OF FEES PAYABLE

With a notice of at least thirty (30) days before the end of the term, Pixel Global Communication may modify the fees payable under this Agreement. The Client agrees to pay all taxes imposed with respect to the services referred to on the service card (as modified from time to time by the parties) or with regard to other services referred to on the other service card provided by Pixel Global Communication, where applicable under this Agreement.



## **CANCELLATION OR NON-RENEWAL OF THE AGREEMENT**

The agreement is automatically renewed at the end of each payment period. Either party may terminate this Agreement on the product's monthly anniversary date (The monthly anniversary date is the day of the month in which the account was opened. For example, if the opening date of your account is September 8, the requested changes may be made on the 8 of each month) or after the end of the commitment period indicated on the service card, (i) without reason, subject to a 48 hours notice prior to the monthly anniversary date in writing to the other party; or (ii) if the other party (x) is in default with regard to an important element of this agreement (this including, any failure on the part of the Client to make a payment when due) and if it has not remedied this defect within a reasonable time following receipt of a notice from the other party acknowledging it; or (y) is voluntarily the subject of proceedings taken under bankruptcy or insolvency laws, or is involuntarily the subject of proceedings taken under bankruptcy or insolvency laws that do not 'is not rejected within sixty (60) days from the time of their deposit.

The request for account closure or non-renewal must be accompanied by the signature of the Client, unless this request is made via the client control panel accessible online on our website. This request can be sent by post to the following address: Pixel Global Communication, 1860 Av De La Gare, Mascouche (Québec) J7K 0N9, CANADA. The account closure notice must contain the domain name of the account to be canceled or the server identifier, the name of the Client, the signature of the Client and the reason for canceling the account.

## **CHANGES TO THE ACCOUNT OR SERVICE CARD**

Any change to the service card or change to the account signifying an increase in the monthly amount paid by the customer may be made at any time, at the request of the customer. Any change to the service card or change to the account signifying a reduction in the monthly amount paid by the customer can only be made after the end of the commitment period indicated on the service card or, when there is no commitment in progress, only from the next monthly anniversary date of the targeted product.

## **REFUND POLICY**

Amounts paid in advance cannot be refunded. However, on the monthly anniversary date of the targeted product and after the end of the commitment period indicated on the service card, a credit equivalent to the amounts paid in advance may be applied to the Customer's account for the purchase of other products or services sold by Pixel Global Communication.

Billing errors can be credited for a maximum retroactive period of two (2) months.

## **PAYMENT OBLIGATION**

The Customer is obliged to pay his account even if he does not use it. As soon as an account is opened, Pixel Global Communication assigns and reserves server space, resources and equipment according to customer needs; the Customer therefore has the possibility of using his account as he pleases when it is put into service.

## **CREDIT AUTHORIZATION**

The Client hereby authorizes Pixel Global Communication to obtain credit information as well as bank and financial references concerning the Client, for the purpose of assessing the credit quality of the Client, and the Client undertakes to execute and deliver to Pixel Global Communication such other documents and assurances and to take such other measures as Pixel Global Communication could reasonably require from time to time in order to achieve the intent and purpose of this article.

## **LIMITED LIABILITY**

THE CUSTOMER ACKNOWLEDGES THAT PIXEL GLOBAL COMMUNICATION ALLOWS OTHER USERS OF THE SERVICE TO INSTALL THEIR SITES AND SERVERS IN ITS FACILITIES. PIXEL GLOBAL COMMUNICATION CANNOT BE HELD RESPONSIBLE FOR ANY DAMAGES, COSTS OR LOSSES OCCASIONED TO THE CUSTOMER (OR CUSTOMERS OF THE LATEST) DUE TO AN ACT OR MATERIAL OF ANOTHER SERVICE HOLDER OR FAILURE TO ACT FROM ANOTHER SERVICE HOLDER. CONTRACTUAL, DELICTUAL (IN PARTICULAR CAUSED BY NEGLIGENCE), LEGAL OR OTHER LIABILITY OF PIXEL GLOBAL COMMUNICATION TOWARDS THE CUSTOMER (OR CUSTOMERS OF THE LAST) RELATING TO THE PERFORMANCE OR NON-PERFORMANCE, AS THE CASE IS, OF ANY OBLIGATION RESULTING FROM THIS AGREEMENT, IN RESPECT OF ANY CLAIMS, WHATEVER IT IS, IS LIMITED AND IN NO EVENT SHALL BE GREATER THAN THE COSTS PAID BY THE CUSTOMER TO PIXEL GLOBAL COMMUNICATION UNDER THIS AGREEMENT AT COURT FROM THE PERIOD OF THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM HAS BEEN BORN. PIXEL GLOBAL COMMUNICATION CANNOT BE HELD RESPONSIBLE FOR LOSS OF PROFIT OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGE.

## **MAJOR FORCES**

Neither party can be held responsible for a delay, interruption or non-performance of one of its obligations, due to a fortuitous event, a war whether or not declared, an attack terrorist, fire, thunderstorm, prolonged power outage, landslide, earthquake, computer attack, computer virus or other event of the same nature over which the affected party has no control ("force majeure"). In the event of force majeure, the party invoking force majeure must notify the other party as soon as possible. The party invoking force majeure undertakes to devote all commercially reasonable efforts to end the incidence of force majeure or to remedy it. This article cannot, however, be invoked to excuse failure to make payment when due.



## **BACKUP COPIES**

Pixel Global Communication will do everything in its power to have back-up copies of the content of the servers and set up a complete back-up mechanism for all of its shared hosting solutions. In any case, the customer must, at all times, ensure that he has a back-up copy of his sites and databases, as well as all the content hosted in his space. Pixel Global Communication cannot in any case be held liable for damages resulting from the loss of data.

## **OWNERSHIP AND COPYRIGHT**

The Customer represents and certifies that he is either the owner of the content that he hosts, or that he holds all the rights required with regard to said content allowing him to place said content in the places served.

## **ENTIRE AGREEMENT**

This Terms of Service Agreement, the conditions of use and its appendices constitute the entire agreement between the parties, and take precedence over any other proposal, discussion or previous writing made between the parties on this subject. SUBJECT TO ANY EXPRESS PROVISIONS IN THIS AGREEMENT, PIXEL GLOBAL COMMUNICATION MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED OR LEGAL AS TO MERCHANTABILITY, DURABILITY OR RELEVANCE FOR THE USE WHICH GOODS OR SERVICES THE SUBJECTS WOULD BE DESTINED, OR STILL AS TO THEIR OWNERSHIP OR CONFORMITY THEREOF, OR AS TO ANY OTHER WARRANTY OR CONDITION ARISING FROM LAW OR LAW, OR IN THE COURSE OF TRANSACTIONS OR COMMERCIAL USES.

## **SEVERABILITY AND REHABILITATION OF PROVISIONS**

If any part of the provisions of this agreement is found to be unenforceable or illegal or otherwise becomes unenforceable or illegal, that part will be restored to the extent necessary to ensure that this agreement remains in effect with respect to other terms and conditions stipulated therein and to the extent that the affected provision is thus restored.

## **APPLICABLE LAWS AND JURISDICTION**

This Contract is governed by the laws of Quebec and those of Canada applicable therein. The Parties irrevocably submit the disputes arising from this Contract to the Quebec courts, judicial district of Joliette.

## **COMPLAINTS**

Any complaint or abuse noticed on a site hosted by Pixel Global Communication should be sent to [abus@support.pixelglobal.co](mailto:abus@support.pixelglobal.co) or by mail to : Pixel Global Communication, 1860 Av De La Gare, Mascouche (Québec) J7K 0N9, CANADA.

## **RESERVATION OF RIGHTS FROM PIXEL GLOBAL COMMUNICATION**

Pixel Global Communication reserves all rights which have not been expressly granted to it herein.

Pixel Global Communication reserves the right to modify this policy at any time and without notice.

To obtain the latest version please visit our website at the following address: <https://www.pixelglobal.co/terms-services>