



PATTENDEN WEB DEVELOPMENT CANADA SERVICE AGREEMENT

Client's Name:
Client's Business Address:
City: Ontario, Postal Code
Phone: | Fax:
Email:
Website URL:

GENERAL SERVICE AGREEMENT

SUMMARY OF SERVICE

CLIENT'S NAME,

Client,

and,

COMPANY NAME,

Pattenden Web Development Canada

Order No: 673009

AGREEMENT TYPE:

WEBSITE DEVELOPMENT | DESIGN

TEMPLATE # _____

DEVELOPMENT COST \$ _____

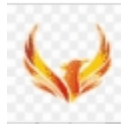
M.O. P: _____

This service agreement is between (**Client's Name**) and **Pattenden Web Development Canada**, an Ontario Small Business with an office at # 3 - 1377 Martindale, Street. Windsor, ON. N9B 1G3 ("**Pattenden Web Development Canada**") and the entity agreeing to these terms ("you" or "client") and governs the Client's access to and use of the services selected above. The agreement is effective as of the date you sign the "Service Agreement" below and includes and incorporates the order and payment authorization information stated herein together with the Universal Terms of Use found on our website at https://www.pattendenwebdevelopmentcanada.net/Universal_Terms_of_Use.pdf for this contract. Please note: If purchasing an SEM or an SEO product, any money submitted on your behalf to the search engines is non-refundable. You acknowledge that search engine providers use proprietary methods and algorithms when ranking and placing new websites. You should therefore allow between 60-120 days for results to show.

We make no representation or warranty as to how quickly your website will appear or the volume of sales, purchases, clicks, or sales leads you can expect. Any such statements are provided as estimates only and not guarantees. If you are accepting on behalf of your employer or another entity, you represent and warrant that you are duly authorized to agree to these terms on behalf of that entity.

Please note: If you choose **Stripe** or **PayPal** as your form of payment, you have authorized **Pattenden Web Development Canada** to initiate an electronic debit charge to your Credit Card account.

For any changes or adjustments to your form of payment please call +1-855-851-4800 for customer service.



PATTENDEN WEB DEVELOPMENT CANADA SERVICE AGREEMENT

Note: Website Hosting is Not Provided by **Pattenden Web Development Canada**.

Client's Website Domain Name: <https://www.domain-name.com>

Client's Business Registration Number: _____ Provided by the [BDC](#)

http://www.bdc-canada.com/BDC/Corporate/Business_Registration_ON.htm

Type of Business: Sole Proprietor or Partnership, etc.

DESCRIPTION OF SERVICE PACKAGE:

Type of Website: WordPress Website or HTML, CSS, RESPONSIVE Site

No. of Pages: _____

Service Agreement Terms: 12 Months

Website Includes the Following:

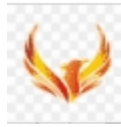
- WordPress Website or HTML, CSS, RESPONSIVE Site
- # of ____ Page for the Website
- Complete Website Updates
- Website Security Updates
- Responsive Web Design
- Basic SEO or Complete SEO
- Free SSL Certificate

General Service Terms

The term of the services is twelve (12) months with automatic renewal.

Customer may cancel with 30 days' written notice.

Cancellations are applied on next billing term. No refunds for any fees paid in advance.



<https://www.ontario.ca/laws/statute/02c30>

Consumer Protection Act, 2002

S.O. 2002, CHAPTER 30

SCHEDULE A

Personal Development Services

Agreements for one year only

31 (1) No personal development services agreement may be made for a term longer than one year after the day that all the services are made available to the consumer. 2002, c. 30, Sched. A, s. 31 (1).

Deemed separate agreement

(2) Any personal development services agreement that provides for a renewal or an extension of the agreement beyond one year shall be deemed to create a separate agreement for each renewal or extension of one year or less. 2002, c. 30, Sched. A, s. 31 (2).

Renewal provision

(3) A personal development services agreement that provides for the renewal or extension of the agreement is not valid unless the supplier complies with the prescribed requirements. 2002, c. 30, Sched. A, s. 31 (3).

Deemed non-renewal of agreement

(4) A personal development services agreement that provides for a renewal or extension of the agreement shall be deemed not to be renewed or extended if the consumer notifies the supplier, before the time for renewal or extension, that the consumer does not want to renew or extend. 2002, c. 30, Sched. A, s. 31 (4).

Monthly renewals

(5) Subsections (2) and (3) do not apply to an agreement providing for successive monthly renewals if the consumer has the option of terminating on one month's notice or less. 2002, c. 30, Sched. A, s. 31 (5).

Only one agreement

32 (1) No supplier shall enter into a new agreement for personal development services with a consumer with whom the supplier has an existing agreement for personal development services unless the new agreement is for personal development services that are distinctly different from the services provided under the existing agreement. 2002, c. 30, Sched. A, s. 32 (1).

PATTENDEN WEB DEVELOPMENT CANADA SERVICE AGREEMENT

New agreement void

(2) Any new agreement entered into in contravention of subsection (1) is void. 2002, c. 30, Sched. A, s. 32 (2).

Same

(3) For the purposes of subsection (1), a different term or a different commencement date does not constitute a distinct difference in the personal development services to be provided. 2002, c. 30, Sched. A, s. 32 (3).

Renewals exempted

(4) Nothing in this section prevents a personal development services agreement from being renewed during the term of the agreement provided that the renewal meets the requirements under section 31. 2002, c. 30, Sched. A, s. 32 (4).

Initiation fee

33 No supplier of personal development services shall,

- (a) charge a consumer more than one initiation fee; or
- (b) charge an initiation fee that is greater than twice the annual membership fee. 2002, c. 30, Sched. A, s. 33.

Instalment plans

34 (1) Every supplier of personal development services shall make available to consumers at least one plan for instalment payments of membership fees and initiation fees, if applicable, that allow consumers to make equal monthly payments over the term of the personal development services agreement. 2002, c. 30, Sched. A, s. 34 (1).

Same

(2) No supplier shall provide an instalment payment plan through which the total amount paid by instalments exceeds the membership or initiation fee, if applicable, by more than 25 per cent. 2002, c. 30, Sched. A, s. 34 (2).

Cancellation: cooling-off period

35 (1) A consumer may, without any reason, cancel a personal development services agreement at any time within 10 days after the later of receiving the written copy of the agreement and the day all the services are available. 2002, c. 30, Sched. A, s. 35 (1); 2013, c. 13, Sched. 2, s. 2.

Cancellation: failure to meet requirements

(2) In addition to the right under subsection (1), a consumer may cancel a personal development services agreement within one year after the date of entering into the agreement if the consumer does not receive a copy of the agreement that meets the requirements under section 30. 2002, c. 30, Sched. A, s. 35 (2).

Section Amendments with date in force (d/m/y)

2013, c. 13, Sched. 2, s. 2 - 12/12/2013 <https://www.ontario.ca/laws/statute/S13013#sched2s2>

Trustee for payment for unavailable services

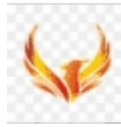
36 (1) No supplier shall receive payment from a consumer for personal development services that are not available at the time the payment is made except if the payment is made through a trust corporation registered under the *Loan and Trust Corporations Act* that has agreed to act as a trustee for the payment. 2002, c. 30, Sched. A, s. 36 (1).

Exception

(2) Subsection (1) does not apply when one of the services that is not available is the use of a facility and the consumer has agreed in writing to use another facility provided by the supplier until the facility contracted for is available. 2002, c. 30, Sched. A, s. 36 (2).

Facility not available

(3) If a facility is not available for use on the day specified in the agreement, the trustee shall refund all payment received from the consumer unless the consumer agrees in writing to permit the trustee to retain the payment. 2002, c. 30, Sched. A, s. 36 (3).



PATTENDEN WEB DEVELOPMENT CANADA SERVICE AGREEMENT

Extension

(4) No permission given under subsection (3) applies for longer than 90 days but a subsequent permission may be given on the expiration of a permission. 2002, c. 30, Sched. A, s. 36 (4).

Duties of trustee

(5) Where a supplier has a trustee under subsection (1),

(a) any notice to the trustee shall be deemed to be notice to the supplier; and

(b) any money payable by the supplier is payable by the trustee to the extent that the trustee holds sufficient trust funds for that purpose. 2002, c. 30, Sched. A, s. 36 (5).

Same

(6) Every trustee under subsection (1) shall, upon receiving any payment from a consumer, provide the consumer with written confirmation of receipt of the payment and of the fact that the payment will be dealt with in accordance with sections 30 to 35 and with this section. 2002, c. 30, Sched. A, s. 36 (6).

Same

(7) No trustee shall release to a supplier funds received from a consumer until the personal development services are available. 2002, c. 30, Sched. A, s. 36 (7).

Same

(8) The trustee shall release the funds held under this section to the consumer if the consumer cancels the personal development services agreement in accordance with this Act. 2002, c. 30, Sched. A, s. 36 (8).

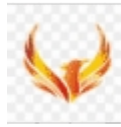
Read the "Privacy Policy" for Pattenden Web Development Canada.

<https://www.pattendenwebdevelopmentcanada.net/privacy-policy.html>

Force Majeure.

(1) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(a) If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the



PATTENDEN WEB DEVELOPMENT CANADA SERVICE AGREEMENT

parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days.

Same:

(2) If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

Dated: 1 October 2018

Client's Name & Signature

Garrick Pattenden

Agent's Name of Pattenden Web Development Canada