

Product and Service Agreement (Cart)

MERCHANT END USER PRODUCTS AND SERVICES AGREEMENT
THIS END USER PRODUCT AND
SERVICES AGREEMENT IS A LEGAL AGREEMENT BETWEEN

"CUSTOMER" either an individual or a single entity
And
"MERCHANT" (SINGH PROFESSIONAL SERVICES)

CLIENT:

Name: James Gormley
Billing Address: 80 SHIPWAY AVE UNIT 103, NEWCASTLE, ON, L1B 0V8
Phone: 9057187117
Email: catrine875@rogers.com
CC Last 4 digits: 2796
Card Type: Visa
DESCRIPTION: Social Media Marketing services
Amount: 385.52 CAD

That governs the use of Merchant for support with regards to product sold. By signing this agreement you agree to the understanding shown below and agree to be bound by the terms of this EUSA:-

A. Capacity and Authority to contract:

CUSTOMER represents that he/she is of legal age of majority in the state of residence and, if required can enter into this contract.

B. Description of Product & services:

MERCHANT is primarily an authorized seller of the various products and offers online services for a large set of hardware and software products.

C. Term:

This agreement is effective unless terminated and is valid for the period of 180 Days.

Initials:

JAMES GORMLEY

D. Payment:

Payment shall be made to Merchant. By signing this EUSA, CUSTOMER authorize that the payment was charged with his/her permission and MERCHANT has explained every aspect of the Product and services under this EUSA. CUSTOMER with free will and consent has made the payment from the Card/Cheque/Cash in favor of MERCHANT.

E. Independent Developer and seller

MERCHANT is a software developer company who is legitimate seller of various products developed in his name. Merchant also provide support as and when required for optimizing the performance of the computers.

F. Limited Liability

The parties understand and agree that MERCHANT and its employees, subcontractors, and its agents assume no liability or responsibility for the cost of repairing or replacing any equipment, software or personal property, including intellectual property lost or damaged, either current or arising in the future, or any consequential damage of any nature incurred as a result of the services rendered to the CUSTOMER. The CUSTOMER agrees that in the event the CUSTOMER incurs any loss as a result of the services rendered it pursuant to this agreement, the MERCHANT, its employees, subcontractors, and agents is liable only to the extent of the MERCHANT charge to this CUSTOMER for this Agreement.

G. Right to refuse, suspend or terminate service

MERCHANT reserves the right to refuse, suspend or terminate service to any user for any reasons related to improper/illegal use of computers in the service plan. In the event of such refusal or termination, a refund for time remaining will be made on a pro-rata basis and will credited to CUSTOMER account within 72 hours of termination.

H. Transfer:

This agreement is non transferrable without the prior approval of the MERCHANT. The new end user receiving the transferred agreement must agree to all the EUSA terms.

I. Refunds and Cancellation:

That both the parties agrees to the following refund/cancellation schedule after the signature of agreement. MERCHANT agrees to waive charges incurred if we are unable to resolve the issue. If the issue has been resolved and CUSTOMER wishes to cancel MERCHANT may charge a service fee at a rate up to \$30/hour and refund the outstanding amount with the schedule shown below. However cost incurred by MERCHANT on behalf of CUSTOMER in getting license key for any software shall not be reimbursed by the MERCHANT. CUSTOMER is requested to call support no. to initiate any refund/cancellation within 30 days of purchase for refund.

J. Entire Agreement

This EUSA is the entire agreement between the CUSTOMER and MERCHANT and it supersedes all prior or oral or written communications, proposals and representations with respect to support covered by this EUSA.

JAMES GORMLEY

Agreed And Accepted



SIGNATURE CERTIFICATE

TRANSACTION DETAILS **DOCUMENT DETAILS**

Reference Number
E7168706-FC87-4DEE-BA06-F092DB623DF0

Transaction Type
Signature Request

Sent At
05/12/2021 12:07 EDT

Executed At
05/12/2021 12:12 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
f8315e611ef5285a16fa2b9105a32e1fe3cecf299c80115ea2d32160222b7256

Signer Sequencing
Disabled

Document Passcode
Disabled

Document Name
Agreement-2

Filename
agreement-2.txt

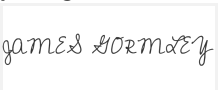
Pages
2 pages

Content Type
text/plain

File Size
4.48 KB

Original Checksum
7eda6fd42f61d1a202a745ab6537b34606c250a18b49b6731e11db33b8c5e817

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name james GORMLEY</p> <p>Email catrine875@rogers.com</p> <p>Components 10</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 74a18a64fab2e9d6ef74240dff5fc19904efaf97024e6a527be960c00e161866</p> <p>IP Address 99.248.166.253</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID EE2208B7</p>	<p>Viewed At 05/12/2021 12:10 EDT</p> <p>Identity Authenticated At 05/12/2021 12:12 EDT</p> <p>Signed At 05/12/2021 12:12 EDT</p>

AUDITS

TIMESTAMP	AUDIT
05/12/2021 12:07 EDT	Prashant Kumar (admin@qtsecure.com) created document 'agreement-2.txt' on Chrome Mobile via Android from 103.208.70.219.
05/12/2021 12:07 EDT	james GORMLEY (catrine875@rogers.com) was emailed a link to sign.
05/12/2021 12:10 EDT	james GORMLEY (catrine875@rogers.com) viewed the document on Chrome via Windows from 99.248.166.253.
05/12/2021 12:12 EDT	james GORMLEY (catrine875@rogers.com) authenticated via email on Chrome via Windows from 99.248.166.253.
05/12/2021 12:12 EDT	james GORMLEY (catrine875@rogers.com) signed the document on Chrome via Windows from 99.248.166.253.