



Terms of Use

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TERMS OF USE

1. Acceptance of terms of use

Please read these terms of use carefully before accessing services provided by IT Cloud Solutions. If you do not agree to these Terms of Use, please do not activate your account.

If you are using our services on behalf of a business (such as your employer) or other legal entity, you represent that you have the authority to bind that company or other legal entity to these terms of use.

This agreement is made by and between IT Cloud Solutions (9078-3184 Quebec Inc.) located at 2525 Baillargeon Street, Trois-Rivières, Quebec, Canada G8Z 2V4, and the buyer of the services listed below, as described in IT Cloud Solutions' enrollment process.

2. Changes to these terms of use

We may modify these terms of use at any time, at our sole discretion. If we do, we will post the modified terms of use in the client zone on our website. The date on the document will act as a reference.

It is important that you check our terms of use from time to time because if you continue to use the services after we have posted modified terms of use on our website, you are indicating to us that you agree to be bound by the modified terms of use. If you do not agree to the modified terms of use, then you should no longer use our services.

3. Changes to products and services

IT Cloud Solutions is constantly evolving. Therefore, our products or services may change over time. We reserve the right to make these changes at any time and without notice, at our sole discretion.

For example, for various types of accounts, we may change:

- The frequency of some features
- The number of days a file can be stored
- Bandwidth variation

In addition, IT Cloud Solutions reserves the right to cancel, suspend or change products/services in a 30 days' notice.

IT Cloud Solutions may suspend or terminate your account if your usage does not comply with the features, benefits and restrictions that apply to your account at that time.

4. Your responsibilities: account information

Whenever you provide us with information about yourself, you agree to provide accurate, current and complete information. You also agree to keep your information up to date. Otherwise, we reserve the right to suspend or terminate your account.

We will have no liability for anything that might occur, or might not occur, should the information we have about you be inaccurate (such as a wrong email address). You authorize us, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your information, which may include providing your information to those third parties.

You are responsible for safeguarding your password. You agree not to disclose your password to anyone else. You have the sole responsibility for any actions taken under your password, whether or not you authorized those actions. You will immediately notify IT Cloud Solutions of any unauthorized use of your password.

5. You agree to pay for your purchases

These payment terms apply to purchases you make from IT Cloud Solutions, either directly or through our partners.

By purchasing an account, you agree to pay all charges in effect at that time for the services you buy, along with all applicable taxes and other fees. You authorize IT Cloud Solutions to charge your method of payment for your initial purchase, as well as for any future purchases and automatic renewals of any paid subscription.

If we are unable to charge your method of payment (for example, your credit card has expired), you are still responsible for paying us. Except as described under “cancellation” below, all fees are non-refundable, except in certain cases mentioned under “Additional terms.” All amounts are to be paid in Canadian Dollars unless another currency was specified when you made your purchase.

5.1 Several products, one account

There are various billing cycles (monthly/yearly) and methods of payment (PPA, credit card, etc.). Having several products/services with different billing cycles or methods of payment does not translate into separate accounts. If, for whatever reason, you have defaulted on the payment of one of your products or services, your account will thus be considered delinquent and services for any products or services will be suspended, including those that are not delinquent.

6. Subscription, renewal, billing and cancellation

Subscription periods are limited to either one month or one year, at the end of which your paid subscription will be automatically renewed for the same duration as your initial subscription, except if you cancel your subscription. The invoice in PDF format is sent by email from the address notification@itcloud.ca and is automatically archived in your Client Zone. For monthly subscriptions, the invoice is generated and sent on the 15th of each month or on the following working day. The method of payment is by credit card, except in certain circumstances mentioned under “Additional terms.”

If you do not cancel your subscription before the end of your current subscription period, your paid subscription will be automatically renewed, you will be responsible for paying for the next subscription period, and you authorize IT Cloud Solutions to charge your method of payment at the current, full-price rate for your paid subscription, except in certain circumstances mentioned under “Additional terms.”

Cancellations must be performed through your client zone, by clicking on the X under Products/Services before the renewal date. You may cancel your paid subscription at any time by sending an email to administration@itcloud.ca or by creating a ticket request on your client zone. If you cancel your subscription before the end of your current monthly or annual subscription period, your subscription will not be renewed. You will not be entitled to a refund of any amount for the remaining time of your current paid subscription, except in certain circumstances mentioned under “Additional terms.”

The fees applicable to your account may change in the future. If the amount to be charged to your account changes (other than due to the imposition or

change in the amount of sales taxes, or similar fees), IT Cloud Solutions will send you an email to notify you of the new amount to be charged ten (10) days before the scheduled date of the transaction.

If you are registered under the indirect program through a third party (e.g., a partner), such third party, featured on the invoice, will be considered the client and can therefore cancel your subscription.

In case of force majeure, we reserve the right to cancel a service at any time.

6.1 Changing partners

Your subscription to our services was performed by a partner through his portal. Your file is therefore linked to that partner in our system. As a result, your client record is kept in that partner's portal and some information needed to ensure the proper provision of our services is held in their portal. This information does not include any sensitive data such as credit card numbers, encryption keys, etc. You may at any time request that your account be changed to a different partner by sending an email to administration@itcloud.ca. Once your request is processed, the previous partner will no longer hold any information related to your client record in their portal.

7. Intellectual property rights: User files and rights you grant to us

We do not claim any ownership rights over your user files. To the extent necessary for IT Cloud Solutions to provide our services (and only as necessary), you give us and our third-party service providers permission to use, encrypt, copy, distribute, compress and otherwise process user files. In legalese, this means that you grant us a non-exclusive, worldwide, royalty-free, transferable licence, with the right to grant sublicences, and the right to use, copy, modify, store, publicly display, publicly perform, transmit and distribute your user files solely in connection with operating and providing the services.

You represent and warrant that you own or have the necessary rights and permissions to send, upload or store your user files using our services and that your user files and your use of our services will not infringe, misappropriate or violate any third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy, or

result in the violation of any applicable law or regulation.

If you have access to the user files of others, you must respect their intellectual property rights and only use such user files according to the permissions granted to you by the owner of such user files. You must not modify, rent, lease, loan, sell, distribute copies of or create derivative works based upon those files in any way that would violate the owners' rights.

8. Copyright policy

IT Cloud Solutions respect copyright law and expects its users to do the same. Our policy is, in appropriate circumstances, to terminate accounts of users who repeatedly infringe the rights of copyright holders. IT Cloud Solutions reserves the right, in its sole discretion, at any time and without prior notice, to remove or disable access to any user files that we believe to be in violation of these terms of use or otherwise harmful.

9. Prohibited actions

By accepting these terms of use, you agree not to:

- Transfer, store, access or transmit any user file:

- that you do not have the lawful right to copy, transmit, distribute, and display;

- for which you do not have the consent or permission of each identifiable person in the user files to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is implicated by the user files);

- that infringes or misappropriates the intellectual property rights or violates the privacy rights of any third party (including without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity);

- that is defamatory;

- that is obscene, pornographic, or offensive;

- that promotes bigotry, racism, hatred, or harm against any individual or group;

- that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;

- Access, tamper with, or use any non-public areas of the services or computer systems of IT Cloud Solutions, or the technical delivery systems of IT Cloud Solutions and its providers;

- Tempt to probe, scan, or test the vulnerability of the services, or any related system, or network, or breach any security or authentication measures used in connection with the services and such systems and networks;
- Attempt to decipher, decompile or disassemble any of the software used to provide the services;
- Harm or threaten to harm other users in any way, or interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, by sending a virus, overloading, spamming, or mail-bombing the services;
- Send unsolicited email, spam, junk mail, chain letters, promotions, or advertisements for products or services;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

10. Violations

IT Cloud Solutions has the right to investigate and prosecute violations of any of the above, including without limitation, possible infringement of any intellectual property rights and possible security breaches to the fullest extent of the law. IT Cloud Solutions may involve and cooperate with law enforcement authorities in prosecuting users who violate these terms of use. You acknowledge that, although IT Cloud Solutions has no obligation to monitor your access to or use of the services, it has the right to do so for the purposes of operating the services, to ensure your compliance with these terms of use, or to comply with applicable law, or the order or other requirement of a court, administrative agency, or other governmental body. IT Cloud Solutions reserves the right at all times to disclose, in its sole discretion, any user files as necessary to:

- (i) satisfy any law, regulation, or governmental request; or
- (ii) reduce or prevent what IT Cloud Solutions consider to be, in its sole discretion, a serious or imminent threat to your health or safety, or the health or safety of another.

In appropriate circumstances, IT Cloud Solutions may, in its sole discretion, terminate the accounts and/or delete the user files of users who are, or are believed to be, or are charged with, infringing or violating the intellectual property rights of third parties, any applicable law or regulation, or otherwise in violation of the aforementioned “Prohibited actions.”

11. Additional terms: Product and service definitions

The following product and service definitions describe the differences between the products and services as well as cancellation procedures and refund terms.

11.1 SBackup and MedicBackup: Technician supervision

Online data-backup service, supervised by technicians who intervene in order to solve any problems that may arise. Unlimited data-recovery service in the event of data loss.

There is no recovery guarantee during phase 1 or during the full backup recovery. Also, during recovery, backup may be deactivated, thus preventing data updates during this period.

We do not consider data deletion as a backup error. The report will show that the backup was successfully completed and will display the amount of data that has been deleted. No follow-up will therefore be performed by our team.

The client is responsible for the data destined for backup and for adding/editing/deleting any data.

You must notify us of any changes in order for us to make the changes with you.

Unlimited recovery support following data loss. Our Call Centre is located at 2525 Baillargeon Street, Trois-Rivières (QC). Our Data Centre is located in the province of Quebec.

11.1.1 Installation and operations

Client software that enables data backup is installed by our authorized partners on computers or servers. Installation steps enable the definition of the backup set as well as its type (file, database, virtual machine, etc.), and the definition of the backup source (backup data) using a file explorer, the time the backup was made as well as the encryption key.

11.1.2 Encryption and security

Data is encrypted using a 256-bit key that is defined by the client and for which the client has sole responsibility. Without this key, data recovery from

another computer is impossible. This encryption key renders unreadable all data hosted on our servers. Data travels between the client and IT Cloud Solutions's data centres through a 128-bit SSL tunnel. The client is responsible for the data that is to be backed up as well as the encryption key.

11.1.3 Recovery and history

The client software offers a 45 to 180-data recovery period, depending on the chosen package. Data that is changed every day of the week will be available in 180 versions. Data that has been changed twice over the last 180 days will be available in 2 versions. Deleted data will be erased from our servers 46 to 181 days later, depending on the service package.

11.1.4 Technical support

Technical support via telephone, email and ticket request is available Monday through Friday, from 8 a.m. to 5 p.m. (UTC – 5 h).

11.1.5 Billing, payment, cancellation, renewal and refund procedures

The following section defines the particular terms of the SBackup and MedicBackup services, given that such procedures differ in some respects from other products and services offered by IT Cloud Solutions.

11.1.5.1 Billing and payment

The PDF electronic invoice is sent from notification@itcloud.ca and is automatically archived in your client zone. When you purchase an annual subscription, you benefit from a period of 30 days to make your payment. If this period is not respected, you will be notified and service will be suspended until payment is complete. Furthermore, promotions or discounts will be declared null and void. Service may be suspended following a final notice of non-payment. A collection agency will then be mandated the recovery of sums due, pro rata months of use.

A fee of \$30 is charged for an NSF cheque.

The following are the different subscriptions and accepted methods of payment:

Monthly	Method of payment: PAP/Visa/MasterCard
Annual	Method of payment: Visa/MasterCard/Check

11.1.5.2 Cancellations, renewals and refunds

Your contract does not legally bind you to our services for any given period of time. Monthly subscriptions are not refundable. If you have paid your annual subscription and you wish to cancel it, you will be refunded pro rata the number of months remaining in the subscription. Promotions and discounts will be declared null and void should you cancel your subscription before its end. The same terms of use apply to additional accounts.

Should you cancel your subscription after having received your renewal invoice, you will be charged the equivalent of the cost of 1 month of your subscription.

Refunds are not applicable to unused services or surplus Gb. Refunds may only be granted following a service cancellation request or a package modification request.

Following cancellation, your saved data will be deleted within 15 to 30 days.

The minimum admissible amount for reimbursement is \$1.00.

In case of force majeure, we reserve the right to cancel a service at any time.

Fees and package changes following a cancellation

A fee of \$79.95 will be charged if we sent you an external hard disk in the last 3 months, whether as for a first backup or a recovery.

Should you need to retrieve data following a cancellation, you must reactivate your product/service for a minimum of one (1) month; a fee of \$99.95 may apply for the sending of an external drive or technical support.

11.1.6 Fees and options

This section details the different options and fees, if applicable.

11.1.6.1 Sending an external hard disk

Service packages of 60 Gb or more offer the possibility to requisition an external hard disk in order to avoid internet transfers. Here are the different situations:

11.1.6. 2 First backup

We lend you an external hard disk for a period of 10 working days (we bear the shipping costs). You are responsible for paying for the return shipping costs. You will be charged a \$30 fee should you transfer the return shipping costs to us. Purolator is our official provider, however, the company used for return shipping is left to your discretion. With each shipment comes its own procedures that must be respected under penalty of additional fees, for example:

A fee of \$250 if, upon return, the external hard disk is defective, there is physical damage or the SEAL is broken.

Rental fee of \$75/month if the 10-day period is exceeded. The first day following the 10-day period marks the beginning of the rental period.

11.1.6.3 Data recovery

We lend you an external hard disk for a period of 10 working days (we bear the shipping costs). You are responsible for paying for the return shipping costs. You will be charged a \$30 fee should you transfer the return shipping costs to us. Purolator is our official provider, however, the company used for return shipping is left to your discretion. With each shipment comes its own procedures that must be respected under penalty of additional fees, for example:

A fee of \$250 if, upon return, the external hard disk is defective, there is physical damage or the SEAL is broken.

Rental fee of \$75/month if the 10-day period is exceeded. The first day following the 10-day period marks the beginning of the rental period.

11.1.6.4 Repeat backup

Certain events, such as changing computers or servers, may require the requisition of an external hard disk (service packages of 60 Gb or more). Without prejudice, you will be charged a fee of \$49.95 as well as the return shipping costs. (You will be charged a \$30 fee should you transfer the return shipping costs to us.) In certain cases, technical support fees of \$125/h may also be charged per 15-minute period.

11.1.6.5 Other fees

The services required by certain events cannot be included in our packages.

For instance, forgetting or losing your encryption key. This specific situation requires the reconfiguration of your backup set in order to generate your new encryption key. In this case, technical support fees of \$125/h may be charged per 15-minute period, and you may also be charged the shipping costs of an external hard disk, as stated under "Repeat backup."

11.1.7 Options

Listed below are the various options according to your needs:

Additional account

Definition: Additional licence allowing to install the backup software on another device within the same organization at the same street address.

Cost: \$2.50/licence/month

Virtual machine

Definition: Type of backup that allows VMware and Hyper-V backups.

Cost: \$7.50/month/1st machine, \$5/month for each additional machine.

Exchange mailbox

Definition: Type of backup that allows Microsoft Exchange individual mailbox backups.

Cost: \$10.00/mailbox (one-time fee)

11.2 It Cloud Solutions products - LT Backup and Pro Backup: product definition - unsupervised

Online data-storage area not supervised by technicians.

11.2.1 Installation and operations

Client software that enables data backup is installed by our authorized partners on computers or servers. Installation steps enable the definition of the backup set as well as its type (files, database, etc.), and the definition of the backup source (backup data) using a file explorer, the time the backup was made as well as the encryption key.

The software includes one (1) licence allowing backups on one (1) system. In order to allow backups on an additional system, it is mandatory to purchase an additional plan. Should the same licence be used on an additional system, your account will be canceled until conformity.

11.2.2 Encryption and security

Data is encrypted using a 256-bit key that is defined by the client and for which the client has sole responsibility. Without this key, data recovery from another computer is impossible. This encryption key renders unreadable all data hosted on our servers. Data travels between the client and IT Cloud Solutions data centres through a 128-bit SSL tunnel. The client is responsible for the data that is to be backed up as well as the encryption key.

11.2.3 Recovery and history

The client software enables data recovery according to the client's needs or, by default, for 7 days. Data that is changed every day of the week will be available in 7 versions. Data that has been changed twice over the last 7 days will be available in 2 versions. Deleted data will be erased from our servers after 8 days. The amount of data generated through the history is cumulated and affects your package.

11.2.4 Technical support

Technical support via telephone, email and ticket request is available Monday through Friday, from 8 a.m. to 5 p.m. (UTC – 5 h).

Our Call Centre is located at 2525 Baillargeon Street, Trois-Rivières (QC). Our Data Centre is located in the province of Quebec.

We do not consider data deletion as a backup error. The report will show that the backup was successfully completed and will display the amount of data that has been deleted.

11.2.5 Billing, payment, cancellation, renewal and refund procedures

The following section defines the particular terms of the Lt and ProBackup services, given that such procedures differ in some respects from the SBackup and MedicBackup services.

11.2.5.1 Billing and payment

The invoice is sent in PDF format by notification@itcloud.ca and is automatically

filed in your client zone. Below you will find the accepted methods of payment for the different subscriptions:

Monthly	Method of payment: PAP/Visa/MasterCard
Yearly	Method of payment: PAP/Visa/MasterCard

11.2.5.2 Cancellations, renewals and refunds

The amounts vary according to the invoice cycle. A rebate is applied to the yearly subscription. Cancellations must be performed through your client zone, by clicking on the X under Products/Services before the renewal date. Refunds are not applicable to invoices that have already been issued.

Following cancellation, your saved data will be deleted within 15 to 30 days.

Refunds are not applicable to unused services or surplus Gb.

In case of force majeure, we reserve the right to cancel a service at any time.

11.2.6 Fees and options

This section details the different options and fees, if applicable.

11.2.6.1 Sending an external hard disk

Service packages of 60 Gb or more offer the possibility to requisition an external hard disk in order to avoid internet transfers. Here are the different situations:

11.2.6.2 First backup

Shipping fees of \$99.95 and loan of an external hard disk for a period of 10 working days (a reimbursable deposit of \$250 may be required). You are responsible for paying the return shipping costs. You will be charged a \$30 fee should you transfer the return shipping costs to us. Purolator is our official provider, however, the company used for return shipping is left to your discretion. With each shipment comes its own procedures that must be respected under penalty of additional fees, for example:

A fee of \$250 if, upon return, the external hard disk is defective, there is physical damage or the SEAL is broken.

Rental fee of \$125/month if the 10-day period is exceeded. The first day following the 10-day period marks the beginning of the rental period.

11.2.6.3 Data recovery

Shipping fees of \$99.95 and loan of an external hard disk for a period of 10 working days (reimbursable deposit of \$250). You are responsible for paying the return shipping costs. You will be charged a \$30 fee should you transfer the return shipping costs to us. Purolator is our official provider, however, the company used for return shipping is left to your discretion. With each shipment comes its own procedures that must be respected under penalty of additional fees, for example:

A fee of \$250 if, upon return, the external hard disk is defective, there is physical damage or the SEAL is broken.

Rental fee of \$125/month if the 10-day period is exceeded. The first day following the 10-day period marks the beginning of the rental period.

11.2.6.4 Repeat backup

Certain events, such as changing computers or servers, may require the requisition of an external hard disk (service packages of 60 G or more). Without prejudice, you will be charged a fee of \$99.95 as well as the return shipping costs. (You will be charged a \$30 fee should you transfer the return shipping costs to us.) In certain cases, technical support fees of \$150/h may also be charged per 30-minute period.

11.2.6.5 Other fees

With client approval, any technical support request may be subject to a fee of \$150/hour per 15-minute period.

11.3 Product/service distribution

As a distributor of products/services, we resell through user-based monthly licences various solutions for service providers as well as business solutions.

Given the frequent changes in features and material of our distribution products/services, we are not responsible for any damages, delays or other problems arising from our technical support or documentation.

11.3.1 Billing, payment, cancellation and renewal procedures

The following section sets out the specific terms and conditions of the distribution products and services.

Billing and payment

A PDF invoice is emailed from notification@itcloud.ca and is automatically archived in your client zone. Here are the different subscriptions and accepted methods of payment:

Monthly	Method of payment: PAD/Visa/MasterCard
Annual	Method of payment: PAD/Visa/MasterCard

Upon making changes to the number of distribution products/services, you will be invoiced on a pro rata basis from the date of the receipt of the request.

Cancellation

Distribution products/services are not bound by a minimum duration agreement.

Failure to use services/products does not justify reimbursement. Only cancellation requests or product/service changes may lead to reimbursement regarding future use.

In the event of force majeure, we reserve the right to terminate services at any time.

11.3.1.1 Microsoft terms of use and definitions

As a Microsoft CSP (Cloud Service Provider), we resell through user-based monthly licences various business productivity products and services, including Office 365, Exchange Online, OneDrive, Azure, Dynamics, etc.

By validating these terms of use, you also accept the Microsoft terms of use found at: <https://www.microsoft.com/licensing/docs/customeragreement>

11.3.1.1.1 Refunds

Refunds are calculated on a prorated daily basis for monthly or annual subscriptions.

The minimum admissible amount for reimbursement is \$1.00.

In case of force majeure, we reserve the right to cancel a service at any time.

11.3.1.2 BitDefender terms of use and definitions

As a distributor of Bitdefender products, we resell through user-based monthly licences various solutions for service providers as well as business solutions.

By validating these terms of use, you also accept the Bitdefender terms of use found at: <https://www.bitdefender.com/site/view/legal-eula.html>

11.3.1.2.1 Refunds

Refunds are not available for monthly subscriptions. If your invoicing is set annually, you will be refunded unused services on a pro rata basis for the remaining months of your subscription period.

The minimum admissible amount for reimbursement is \$1.00.

In case of force majeure, we reserve the right to cancel a service at any time.

11.3.1.3 Avepoint terms of use and definitions

As a distributor of Avepoint products, we resell through user-based monthly licences various solutions for service providers as well as business solutions.

By validating these terms of use, you also accept the Avepoint terms of use found at: <https://www.avepoint.com/fr/company/terms-and-conditions>

11.3.1.3.1 Refunds

Refunds are not available for monthly subscriptions. If your invoicing is set annually, you will be refunded unused services on a pro rata basis for the remaining months of your subscription period.

The minimum admissible amount for reimbursement is \$1.00.

In case of force majeure, we reserve the right to cancel a service at any time.

11.3.1.4 NinjaRMM terms of use and definitions

As a distributor of Ninja RMM products, we resell through user-based monthly licences various solutions for service providers as well as business solutions.

By validating these terms of use, you also accept the NinjaRMM terms of use found at: <https://www.ninjarmm.com/terms-of-use/>

11.3.1.4.1 Refunds

Refunds are not available for monthly subscriptions. If you have paid your subscription in full for the year, you will be refunded unused services on a pro rata basis for the remaining months of your subscription period.

The minimum admissible amount for reimbursement is \$1.00.

In case of force majeure, we reserve the right to cancel a service at any time.

11.3.1.5 Zerospam terms of use and definitions

As a distributor of Zerospam products, we resell through user-based monthly licences various solutions for service providers as well as business solutions.

By validating these terms of use, you also accept the Zerospam terms of use found at: <https://www.zerospam.ca/en/terms-of-service/>

11.3.1.5.1 Refunds

Refunds are not available for monthly subscriptions. If you have paid your subscription in full for the year, you will be refunded unused services on a pro rata basis for the remaining months of your subscription period.

The minimum admissible amount for reimbursement is \$1.00.

In case of force majeure, we reserve the right to cancel a service at any time.

11.3.1.6 Letsignit terms of use and definitions

As a distributor of Letsignit products, we resell through user-based monthly licences various solutions for service providers as well as business solutions.

By validating these terms of use, you also accept the Letsignit terms of use found at: <https://www.letsignit.io/terms-of-use-of-letsignit/>

11.3.1.6.1 Refunds

Refunds are not available for monthly subscriptions. If you have paid your subscription in full for the year, you will be refunded unused services on a pro rata basis for the remaining months of your subscription period.

The minimum admissible amount for reimbursement is \$1.00.

In case of force majeure, we reserve the right to cancel a service at any time.

11.3.2 Technical support

Technical support is available by phone, email and ticketing, Monday to Friday, from 8 a.m. to 5 p.m. (EST).

11.4 Replica: Technician supervision

Replica as a physical device used for storing data and cloud mirroring.

Replica as a service: An imaging and virtualization service allowing recovery on Replica device and including the following:

Internet-based imaging service, supervised by technicians who act to solve any problems.

The client is responsible for the backup data and for adding, editing or deleting data on his end. You must advise us of any changes in order for us to make the changes with you.

Unlimited recovery report following loss of data. Call centre located at 2525 Baillargeon Street, Trois-Rivières (Quebec). Data and mirroring centre located in the province of Canada.

11.4.1 Installation and operations

- Cloud Agent

A software known as a Cloud Agent is installed by our authorized partners on computers or servers in order to enable imaging on Replica and cloud synchronization. The installation steps allow to define the backup set, the backup source (backup data), the imaging frequency and the encryption key. This allows to set the backup destinations: Replica and the cloud.

- Phase 1

During phase 1, the computer or server imaging is transferred to Replica. Then, a second image is transferred to an external hard disk to be sent to the Toronto data centre.

Once the image has been transferred from the external hard disk to the Toronto data centre, synchronization begins in order to generate an exact real-time replica of the image on Replica. This marks the end of phase 1.

Please note that there is no recovery guarantee during phase 1 and full repeat backups. Also, during recovery, the backup may be disabled, making data updates impossible during this time.

-Local Agent

It is possible to have an agent that enables Replica-based imaging only and not cloud-based imaging. This is referred to as a Local Agent and can only be used with a Cloud Agent that has been active for 12 months. If the Cloud Agent is disabled following a cancellation, the local agent is also disabled. However, after 12 months, the local agent remains enabled if the Cloud Agent is canceled.

Local Agent imaging is only supervised with an active Cloud Agent.

Various types of local agents are available. See 11.4.7.

We reserve the right to change the type of licence of the local agent if the wrong type was selected (e.g., Desktop installed on server).

In case of force majeure, we reserve the right to cancel a service at any time.

11.4.2 Encryption and security

Before leaving your computer system, the data is encrypted using a 256-bit encryption key for which the client is entirely responsible. The loss of this encryption key will make it impossible to recover data from another computer. This key renders unreadable the data kept on our servers. Data moves between the client and our Toronto data centre using SFTP. The client is responsible for the backup data and the encryption key.

11.4.3 Recovery and history

The number of Replica-based recovery points is up to the client; this number determines the amount of data, which in turn determines the amount of available space.

There are 5 cloud-based recovery points: 3 dailies and 2 weeklies. Various options are available. See 11.4.7.

11.4.4 Technical support

Technical support via telephone, email and ticket request is available Monday through Friday, from 8 a.m. to 5 p.m. (HNE).

11.4.5 Billing, payment, cancellation, renewal and refund procedures

The following section sets out the specific terms of the Replica service, as its methods are slightly different than the other IT Cloud Solutions products.

11.4.5.1 Billing and payment

The PDF electronic invoice is sent from notification@itcloud.ca and is automatically filed in your client zone. Should a payment be missed during your use of our services (e.g., as a result of an expired credit card), a statement of account will be sent to you and the service will be suspended until full payment is complete. Should such payment remain unpaid, a collection agency will be called upon to recover outstanding sums.

The following are the different subscriptions and accepted methods of payment:

Monthly	Method of payment: PAP/Visa/MasterCard
Annual	Method of payment: Visa/MasterCard/Check

11.4.5.2 Cancellations, renewals and refunds

Your contract does not legally bind you to our services for any given period of time. Monthly subscriptions are not refundable. If you have paid your annual subscription and you wish to cancel it, you will be refunded pro rata the number of months remaining in the subscription. Promotions and discounts will be declared null and void should you cancel your subscription before its end. The same terms of use apply to the local agent.

Should you cancel your subscription after having received your renewal invoice, you will be charged the equivalent of the cost of 1 month of your subscription.

Refunds are not applicable to unused services or surplus Gb. Refunds may only be granted following a service cancellation request or a package modification request.

Following cancellation, your saved data will be deleted within 15 to 30 days.

The minimum admissible amount for reimbursement is \$1.00.

In case of force majeure, we reserve the right to cancel a service at any time.

11.4.6 Fees and options

This section details the different options and fees, if applicable.

11.4.6.1 Sending an external hard disk

We send you an external hard disk for initial backup.

11.4.6.2 First backup

We lend you an external hard disk for a period of 10 working days (we bear the shipping costs). You are responsible for paying for the return shipping costs. Purolator is our official provider. With each shipment comes its own procedures that must be respected under penalty of additional fees, for example:

A fee of \$250 if, upon return, the external hard disk is defective, there is physical damage or the SEAL is broken.

Rental fee of \$75/month if the 10-day period is exceeded. The first day following the 10-day period marks the beginning of the rental period.

11.4.6.3 Recovery

Shipping fees may apply without prejudice.

11.4.6. 4 Repeat backup

Certain events may require the requisition of an external hard. Without prejudice, you will be responsible of shipping fees to Toronto. You will be charged a \$30 administrative fee should you transfer the return shipping costs to us. In certain cases, technical support fees of \$125/h may also be charged per 15-minute period.

11.4.6. 5 Other fees

The services required by certain events may be included in our packages. For instance, forgetting or losing your encryption key. This specific situation requires the reconfiguration of your backup set in order to generate your new encryption key. In this case, technical support fees of \$125/h may be charged per 15-minute period, and you may also be charged the shipping costs of an external hard disk, as stated under “Repeat backup.”

Cloud Failover

The user can use Cloud Failover from their device for no more than 30 days per year (30-day limit). Any usage of Cloud Failover during the day will be deemed a full day of use. An hourly fee of \$13 will be charged by IT Cloud Solutions for each hour in excess of the 30-day limit. Should a user exceed the 30-day limit, IT Cloud Solutions reserves the right, at any time, to destroy the virtual machine, thus causing the loss of any saved data from this machine. Any virtual machine that a user omits to identify as a real failover machine in the Storage Craft portal will be suspended after seven (7) days and destroyed after fourteen (14) days.

11.4.7 Options

Listed below are the various options according to your needs:

VirtualBoot Cloud

Definition: Allows to launch a backup image from your system in the Cloud.

Cost

With the Cloud Agent package \$20/month

Local agent

Definition: Additional licence enabling you to install backup software on another computer within a single business at a single street address.

Cost

Desktop	\$7.95/month
Server	\$54.95/month
Virtual server	\$39.95/month
Small Business	\$29.95/month
Granular Exchange	\$14.95/month

Recovery point

Definition: Offers more recovery possibilities over several days

Cost

Additional recovery point	\$4.95/month
Archive recovery point	\$7.95/month
Additional recovery point	\$7.95/month

Quota Cloud:

Definition: Amount of additional storage for your active package

Cost

Per 250 Gb	\$80/month
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12. Limitations

IT Cloud Solutions products and services are provided on an “as is” basis, flaws and all, without any warranty of any kind regarding quality and reliability. The client uses the software and services at his sole risk. Neither IT Cloud Solutions nor any other party involved in creating, producing or delivering the services is liable for any incidental, special, exemplary or consequential damages, including loss of profits, loss of data, or goodwill, service interruption, computer damage, or system failure, or the cost of substitute services arising out of, or in connection with these terms of use or from the use or inability to use the services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory.

In no event will IT Cloud Solutions total liability arising out of or in connection with these terms of use or from the use of, or inability to use the services exceed the amount you paid for use of the services in the twelve (12) months leading up to the event giving rise to the claim of liability.

The limitations of damage set forth are fundamental elements of the basis of the agreement between IT Cloud Solutions and you.

13. General

These terms of use are the entire and exclusive understanding and agreement between IT Cloud Solutions and you regarding the services. The terms of use replace all prior oral or written understandings and agreements between IT Cloud Solutions and you regarding the services. If for any reason a court finds any provision of these terms of use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these terms of use will remain in full force and effect.

You may not assign or transfer your right or obligations under these terms of use without IT Cloud Solutions prior written consent. IT Cloud Solutions may freely assign or transfer our rights and obligations under these terms of use without restriction.

IT Cloud Solutions failure to enforce any right or provision of these terms of use will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of IT Cloud Solutions. Except as expressly stated in these terms of use, exercise by either you or us of any remedies under these terms of use will be without prejudice to other remedies either you or we may have.

14. Notary service agreement

Considering the agreement with the Chambre des notaires du Québec, which states IT Cloud Solutions as an authorized provider of external backup services, the Service Agreement for External Backup Services to Notaries and its appendix complete these terms of use.

IT Cloud Solutions
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