



TERMS OF SERVICE

TAKE NOTICE: By purchasing services from Kaji Online and using our Sites you agree that: you are 18 years of age, the rightful owner of any payment information used to purchase goods or services and you are bound to the Terms of Service. That including the Fair Use Policy, Services Policies and Privacy Policy and any Conditions contained herein.

If you do not agree with any of the Terms of Service, Conditions or Policies herein; then please do not purchase any services or use the Site.

SEE SECTION 6: YOUR ACCEPTANCE OF THE TERMS OF SERVICE CONDITIONS AND POLICIES; for more information.

1.0 FAIR USE

While Kaji Online (“Kaji”) wants all its customers to enjoy the services to the greatest extent possible; services are provided on a shared platform. Kaji reserves the sole right to restrict users access, emails, data, hard drive space, connection speed and public access when such use is greater than average user, or if such use is considered harmful, a security risk to other users, illegal or offensive.

Such restrictions will continue until the issue is rectified. You will still be billed for subscription services that are suspended.

2.0 BILLING

2.1 Calculation of Fees

A “**term**” described herein, means a service provided on a subscription service provided on a month to month basis.

“**My Account**” described herein, means the password protected user interface attached to your service, you use to communicate with Kaji, through a ticket system.



My Account also maintains all personal profile and billing information that is maintained by you.

All Fees are applied monthly based on the services you have purchased, unless it is a deposit or a service stipulated as having “one-time” fee. One-time fees will be charged and applied to the users’ (“user” “User” “you” “your”) credit card at the time of purchase.

All services are billed monthly to a credit card provided by you on the first of every month. Kaji may pro-rate certain services for partial months of activity.

For example: if the service begins on the 20th day of a month with 30 days in the month, then a charge maybe applied to your account for service in those days.

20 days- 30 days = 10 days

Monthly fees/30 days = Daily Amount

Daily Amount x 10 Days = prorated charge

2.2 Taxes

All applicable taxes will be charged at the time a payment is processed. Typically, this will be the cost of service, plus state, federal and or provincial sales tax. Changes to tax charges, conditions or fees will be done without notice, as they become enforce by local governments.

3.0 SERVICE POLICIES AND APPLICABLE FEES

The user (you) are responsible for all subscription fees that will be charged on a monthly basis to your credit card, the information which you provided at registration or signup, or changed thereafter; until you provide notice of cancelation.

Onetime charges, deposits and other fees, will be applied to your credit card, at the time you purchase the goods or services in advance of the service being provided or



goods being delivered. You have the opportunity to dispute charges and apply for refunds with processes and conditions contained herein, at Sections 10 and 11 of the Terms of Service.

You may cancel your services at anytime, in accordance with the Service Policy for the service or goods you are purchasing.

Cancellation of term services, are processed at the end of each month or billing cycle; whichever may apply.

OVERAGES: From time to time support services may incur overages, whereby actual amounts are more than estimated amounts. You are responsible to pay all overages on demand. Overages will not be more than 10% of estimated total amount. In the event of an over-estimation for services, you will be refunded. All fees are calculated by rounding up to the next hour.

IF PAYMENT CANNOT BE PROCESSED (Your Credit Card is Declined or Expired) your service maybe suspended at the discretion of Kaji **WITHOUT NOTICE**. If your service is suspended it may take up to 48 hours to reactivate. If payment for services that are under monthly terms (website design services) are not paid within 30 days, Kaji reserves the right to claim the full amount owing for the term, plus any costs incurred in supplying the service to you and any collection costs including legal.

When you cancel your account access to your account will be immediately suspended. Re-activation fees may apply.

At all times services are supplied on an “as is” or “best effort” basis without representation or warranty that the service will meet your expectations. Your sole recourse is to cancel your services or ask for a refund under sections 10 and 11 contained herein. SEE Also Section 8.0 **LIMITATION OF LIABILITY**.

SUPPORT FOR SERVICES ARE PROVIDED BY EMAIL OR THROUGH “MY ACCOUNT” ONLY.

KAJI AT ITS SOLE DISCRETION:



- MAY USE HOSTING SERVICES FROM ANY PROVIDER IN NORTH AMERICA OR EUROPE;
- USE CONTRACT DEVELOPERS, DESIGNERS AND CONSULTANTS OF ITS CHOICE;
- MAY COPY , MOVE, OR DELETE ANY DATA ON ITS SERVERS;
- MAY CONFIGURE, DEPRICATE, RETIRE, INSTALL, UNINSTAL, DOMAINS, SOFTWARE, SERVERS, WEBSITE AND SERVER SOFTWARE;

AS IT SEES FIT, AND WITHOUT NOTICE.

3.1 Hosting Services

Unless otherwise stipulated hosting charges are charged each month. You may cancel at any time by providing notice to Kaji through “My Account” or by email to info1@kajionline.com. All fees must be paid in full at time of cancelation.

Service is intiated and will begin billing at the time of sign up and registration.

Hosting services are limited to one website, one domain (excluding forwarding), and one WordPress instance per Cpanel account.

Failure to pay any amounts owing at cancelation, means the user (you) agrees to pay all costs associated to collection of any amount owing, including but not limited to interest, legal and court costs.

Costs incurred by Kaji for service of your account will be provided to you on request. These can include but are not limited to, subscriptions fees, costs incurred to third party vendors for art work, print and print material, technical support or consultation.

At all times hosting services are supplied on an “as is” basis, without representation or warranty that the service will meet your expectations.

Your sole recourse is to cancel your services or ask for a refund under sectio 10 and 11 contained herein.

SEE Section 8.0 LIMITATION OF LIABILITY herein.



3.2 Digital Marketing Services

Unless otherwise stipulated hosting charges are charged each month. You may cancel at any time by providing notice to Kaji through “My Account” or by email to info1@kajionline.com

Service is initiated at the time of registration; work will begin within 3 business days of signup. You will be contacted with questions specific to your project. It is your responsibility to respond promptly so any work required can continue. If you do not respond, billing for the service will continue.

Failure to pay any amounts owing at cancelation, means the user (you) agrees to pay all costs associated to collection of any amount owing, including interest, legal and court costs.

Costs incurred by Kaji for service of your account will be provided to you on request. These would include but are not limited to, subscriptions fees, costs incurred to third party vendors for art work, print and print material, technical support or consultation.

Digital Marketing Services come with no guarantee of success or that they will meet your expectations. Your sole recourse is to cancel your services or request a refund under section 10 and 11 contained herein.

SEE Section 8.0 LIMITATION OF LIABILITY herein.

3.3 Website Design and Software

Website design and software application development (mobile, client or web application software) are done on an 18 month term, or on other terms agreed to by you and Kaji. By purchasing these services, you are agreeing to make regular payments as agreed to for a specified period of time, or a “term”. Changes to standard terms must be made in writing and signed by the customer.

If you wish to cancel prior to the end of the term, you may do so by paying out the term for the remaining amount owing until its conclusion; plus any other amounts owing for other services or taxes.



For example, if after 12 months of services you may elect to payout the monthly agreed to amount for the remaining 6 months and end your agreement and take or move your website or software.

After 18 months, you also may cancel service by providing notice to Kaji. At that time no further cost are applicable, provided the website is moved prior to a new billing cycle starting; usually the first of each month and you have no other outstanding amounts owing.

Kaji will make reasonable efforts to assist you in porting the website to another provider – or expunging the website and deleting all the proprietary data; whichever you decide.

Service is initiated at the time of registration; work will begin within 3 business days of signup. You will be contacted with questions specific to your project. It is your responsibility to respond promptly so any work required can continue. If you do not respond, billing for the service will continue.

Website Design come with no guarantee of success or that it will meet your expectations. Your sole recourse is to cancel your services under the terms of service section 10 and 11 herein.

You have 30 days from the start of billing to cancel your term service. At such time you must relinquish any work product done for you by Kaji and any copies. You agree not to use any work product provided to you by Kaji, or cause to be used any work product done by Kaji by any other person, business, corporation, limited company or partnership. Doing so will automatically make any remaining amount due on demand plus any costs associated to collection for the amount including but not limited to collection agency fees, administrative fees and legal fees.

SEE Section 8.0 LIMITATION OF LIABILITY herein.

3.4 Support or Hourly Services

Hourly Support Services (Techsupport, website support, web design support) are provided on request by email or by opening a ticket in “MyAccount”.



Kaji will respond to your request by email, or through the ticket system in My Account, with an estimation for costs on an hourly basis for your request.

Work maybe done by a Kaji employee or an approved contractor.

Service will begin within 3 business days of signup. You will be contacted with questions specific to your project. It is your responsibility to respond promptly so any work required can continue. If you do not respond, work may stop, and any estimated time for delivery will become void. If you decide before 14 calendar days has past you no longer wish to have the work completed, the unused hours will be refunded to you.

From time to time support services may incur overages, whereby actual amounts are more than estimated amounts. You are responsible to pay all overages on demand. Overages will not be more than 10% of estimated total amount.

In the event of an over-estimation for services, you will be refunded. All fees are calculated by rounding up to the next hour.

Support or Hourly Services work comes with no guarantee of success or that it will meet your expectations. The work is provided on a best effort basis. If you are not satisfied you may ask for a refund per the Return and Refund Policy Section 10 and 11 herein .

If you receive a refund, for any reason, you may not keep or use the work you asked to be done; if you do use the work after you were refunded you must pay to Kaji any amount owing for that work on demand, plus any costs associated to collection for the amount including but not limited to collection agency fees and legal fees.

SEE Section 8.0 LIMITATION OF LIABILITY herein.

3.5 Security Services

You may purchase “Security Services” from Kaji.

Services are provided on a best effort basis, **to prevent:** hacking, unauthorized access or viruses. Services are provided without any guarantee of success.



These services are not suitable for the storage of private, personal or billing information of your users and should not be employed for these circumstances.

You are solely responsible for the safe keeping and retention of any sensitive information and passwords. You are solely responsible for any liability or damages that maybe incurred by anyone using your website or purchasing goods and services from you.

Your sole recourse for any issues resulting from unauthorized access of the website is to ask for a refund per the Return and Refund Policy Section 11 herein .

SEE Section 8.0 LIMITATION OF LIABILITY herein.

3.6 Goods

Goods such as print materials or promotional merchandise are estimated and charged in advance to your credit card. You will be provided with samples or mock-ups for approval. If you do not approve any of the design work, any money paid for merchandise that wasn't delivered will be refunded.

If merchandise is delivered and is defective or otherwise unsatisfactory Section 10.0 Defects and Unsatisfactory Work and Section 11.0 Return or Refund Policy will apply. All materials must be returned to Kaji before any refund or exchange is processed.

SEE Section 8.0 LIMITATION OF LIABILITY herein.

4.0 INTELLECUAL PROPERTY

4.1 Our Materials and Our Work

All design work, software work or any work created for you by Kaji, (any intellectual property) remains the property of Kaji. Kaji may use such work at its discretion for other customers or its own use; with the exception of logos paid for by you.



All plugins, modules or customized software remains the property of Kaji under license agreements with the owner of such, for the duration of your term of service.

At the time of cancellation or termination of services all plugins, modules or custom-made software maybe deactivated and unusable.

Using plugins, modules or custom-made software application other than for their intended use or on services not provided by Kaji is strictly prohibited. The user (you) agrees to pay all costs associated to the exercising of Kaji's rights for the enforcement of this clause; including but not limited to legal costs.

4.2 Your Materials and Your Work

All data, content, images and materials uploaded or supplied by you, remain your sole property. It is your responsibility to remove them when you cancel your services. They will not be retained or stored by Kaji for any period of time.

All logos purchased from Kaji remain your sole property and for your sole use. All website design or software paid for by you, maybe used by you without limitation, once the initial term is completed.

5.0 PRIVACY AND COLLECTION OF INFORMATION

We may collect personal identification information from users in a variety of ways, including, but not limited to, when users visit our site, register on the site; fill out a form and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number, credit card information, for the purposes of providing service to you.

Users may, visit our Site anonymously, but may not make purchases anonymously.

We will collect personal identification information from users but only if they voluntarily submit such information to us. Users can always refuse to supply



personally identification information, except that it may prevent them from engaging in certain Site related activities.

We may collect non-personal identification information about users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

Our Site may use “cookies” to enhance User experience. User’s web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

Kaji Online collects and uses user’s personal information for the following purposes:

To improve customer service

Your information helps us to more effectively respond to your customer service requests and support needs.

To personalize user experience

We may use information in the aggregate to understand how our users as a group use the services and resources provided on our Site.

To improve our Site

We continually strive to improve our website offerings based on the information and feedback we receive from you.

To process transactions

We may use the information users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.

To administer a content, promotion, survey or other Site feature

To send users information they agreed to receive about topics we think will be of interest to them.



To share your information with third parties

We never share or sell information to third parties for marketing or other purposes.

To send periodic emails

The email address users provide for order processing, will only be used to send them information and updates pertaining to their order. It may also be used to respond to their inquiries, and/or other requests or questions.

5.1 Privacy Policy

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sensitive and private data exchange between the Site and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures. Our Site is also in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for Users.

Any information Kaji retains on you, is available for review by you in “My Account”.

5.2 Third party websites

Kaji does place ads or advertisements from third parties on its users’ websites.

Users may find advertising or other content on our site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties on our Site. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website’s own terms and policies.



5.3 Advertising

Ads appearing on our site may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile non-personal identification information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This privacy policy does not cover the use of cookies by any advertisers.

5.5 Advertising on Your Site.

Kaji reserves the right to put a copyright link in no more than 16-point font in the footer of your website. You may not remove this link. Doing so may result in the suspension of your service.

Kaji reserves the right to showcase your website and provide links to it, on its Site(s) as examples of its service.

No other advertising will ever be displayed on your website by Kaji without express written permission from you.

You may contract third party advertising on your website. The FAIR USE policy will apply to all third-party advertising, streaming or feeds.

5.6 Changes to the privacy policy

Kaji Online has the discretion to update this privacy policy at any time. When we do, post a notification on the main Terms and Conditions page of our Site, we encourage users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.



6.0 YOUR ACCEPTANCE OF THE TERMS OF SERVICE CONDITIONS AND POLICIES

By using this site, or buying services from Kaji you signify your acceptance of its policy and Terms of Service. If you do not agree to the policies or the terms of service, please do not use our site or buy services from Kaji. Your continued use of the site or use of services following the posting of changes to the policies or terms of service will be deemed your acceptance of those changes.

By purchasing services from Kaji and using our Sites you agree you: are 18 years of age, the rightful owner of any payment information used to purchase goods or services and you are bound to the Terms of Service. Including the Fair Use Policy, Services Policies and Privacy Policy contained herein.

7.0 CONTACTING US

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at info1@kajionline.com

8.0 LIMITATION OF LIABILITY

You expressly understand and agree that Kaji shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.

In no event shall Kaji or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or these Terms of Service (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Kaji partners, officers, directors, principles, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents it incorporates by reference (including the AUP), or your violation of any law or the rights of a third party.



Your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory – and includes “security services”.

Kaji does not warrant that the Service will be uninterrupted, timely, secure, or error-free.

Kaji does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

Kaji does not warrant that the quality of any products, services, information, or other Materials purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

Your sole recourse is cancellation of services and refund under the Terms of Service.

9.0 NO WARRANTY

Kaji provides no warranty or guarantee on any services it provides. Services are provided on a best effort basis. The user (you) assumes all risks and responsibility. Your sole recourse is to cancel services under the terms found herein.

10.0 DEFECTS AND UNSATISFACTORY WORK

To receive a refund for defective or unsatisfactory service you must provide notice to Kaji within 14 calendar days. You may also cancel services under the terms found herein.

11.0 RETURN OR REFUND POLICY

Returns or Refunds are determined on a case by case basis by contacting your sales representative at info1@kajionline.com or by opening a ticket through “My Account”.

11.1 Refunds (if applicable)



Once a determination is made on your refund request, we will send you an email to notify you.

If you are approved for refund, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days. Kaji refunds the price for the service or item purchased from Kaji and not fees incurred incidentally or by your bank, credit card company or any other party.

Late or missing refunds (if applicable)

If you haven't received a refund yet, first check your bank account again.

Then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at info1@kajionline.com

11.2 Sale items (if applicable)

Services or items purchased at discounts to regular price or as part of promotions will be refunded at the price purchased and not the regular price, with all other conditions intact.

12.0 DISPUTE RESOLUTION

Kaji wants every customer to be satisfied with the service. In the event you are unsatisfied with the service, you may elect to cancel the service.

If you elect to cancel the service, the service will be stopped immediately and the user (you) forfeit any rights to the domain (unless it is owned by you) any art work,



software, websites or any other work on behalf of you, or ordered by you. Access to your account will be suspend without further notice.

If you are on a service with a term, and you are unsatisfied – you may cancel within 30 calendar days of the start of service and thereby cancel the term. You may not take the website, or any of the intellectual property -software, artwork or assets provided by Kaji, if you have not completed the “term” and fully paid for any intellectual property.

Canceling after 30 calendar days after billing begins means you agree to pay-out the remainder of the term, plus any costs incurred by Kaji for recovery of its property and unpaid fess- including legal, collection and any other fees.

You are in all cases responsible for any fees incurred by Kaji to third parties, for work or items ordered by you. Costs incurred by Kaji for service of your account will be provided to you on request. These would include but are not limited to, costs incurred to third party vendors for art work, print material, postage, packaging, promotional items and technical support or consultation.

13.0 CREDIT CARD CHARGE BACKS

A “**charge back**” means applying to your credit card company, or credit card issuer to reverse charges applied to your credit card by Kaji.

You may not self-remedy by charging back fees on your credit card you feel are improperly applied or applied for defective service.

Your sole remedy is to cancel the service and-or apply for a refund as specified in the Sections 10, 11 and 12 herein (Terms of Service).

Administration charges may apply if you charge back your credit card, which are due on demand.

14.0 NON-TRANSFERABLE

Services provided to the user (you) are not transferable to other users (third parties) without the express written permission of Kaji. That includes: affiliate companies,



family members or any other legal entities; such as but not limited to sole proprietorships, corporations, limited partnerships, limited companies, partnerships, a person.

15.0 WRITTEN NOTICE

Written Notice can be provided to you through the email address you provided on sign up.

Written notice to us, can be done by opening a ticket in My Account or by emailing info1@kajionline.com

16.0 CHANGES TO TERMS of SERVICE or PRICING

Kaji reserve the right to change the terms of service at any time and for any reason. You will be notified by email or a posting on the Terms and Condition page of our Site.

16.1 Price Guarantee

Kaji will honor any pricing it has committed to when you signed up for any subscription service that is under a “term”.

17.0 NO AGENCY

Kaji providing service to it's users is a vendor to customer relationship, without representation or warranty. Nothing herein or stated verbally by any person representing Kaji shall be considered an agency arrangement or co-operative business endeavor of any kind.

YOU the USER is fully responsible for the content of your website or any damages that are incurred by your customer or your users, using your website.

18.0 GOVERNING LAW



THE LAWS OF THE PROVINCE OF ALBERTA, CANADA will govern any terms and conditions. Any legal action or claims brought against Kaji Online, it's agents, employees or principles must be brought in court of competent jurisdiction in **Calgary, Alberta Canada**.

19.0 WAIVERS

The failure of Kaji to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service and the documents it incorporates by reference constitute the entire agreement between you and Kaji and govern your use of the Service, superseding any prior agreements between you and Kaji (including, but not limited to, any prior versions of the Terms of Service, any previous Polices or Conditions of use).

20.0 SEVERABILITY

If any condition, phrase, section subsection, sentence or words herein, is deemed unenforceable by a court of competent jurisdiction in **THE PROVINCE of ALBERTA, CANADA**; such a determination shall not affect the validity of any other section, subsection, sentence, clause, phrase, word, provision or application of the **TERMS of SERVICE** which is operable without the offending section, subsection, sentence, clause, phrase, word, provision or application and shall remain effective.