

Terms of Service applicable to a User of ClueXpress.com Services

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These Terms of Service are the contract between you and ClueXpress ("us", "we", etc). The Terms of Service incorporates by reference the following important agreements, as they may be in effect and modified from time to time: [Terms of Use and IP Policy](#), [Privacy Policy](#). By visiting or using Our Website, you agree to be bound by them. Suppliers may also impose additional terms and conditions to which your contract with them will be subject.

ClueXpress is a trade name of Nadofix Controls Inc, corporation number 2199293, incorporated in Ontario, Canada, whose registered address is at 6594 Snow Goose Lanes, Mississauga, Ontario, Canada, L5N5H4.

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website and stop using Our Website or the services immediately.

1. Definitions

"Client"	means a user who has registered an account with ClueXpress and who looks for or buys Services.
"ClueXpress"	means us. It also means the marketplace we operate and the business of operating it.
"ClueXpress Service", "Our Service", "Site Service"	means any service we provide, whether through Our Website or otherwise.
"Content"	means the textual, visual or audio content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
"Our Website" "Site"	means any website of ours, and includes all web pages controlled by us.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly;
"Provider"	means a person or a company who offers a Service for sale on Our Website after registering an account
"Service"	means all of the services offered for sale through Our Website by a Provider whether charged or free.
"User"	means any person other than you who uses the ClueXpress or visits the website for any purpose.
"registered User"	means any user who registered an account with ClueXpress
"you" "yours"	means you, a person or a company, the party to this agreement.

etc.

2. Our relations with you

- 2.1. ClueXpress is neither a buyer nor provider of Services offered for sale. We are neither a principal nor agent in a buying or selling transaction.
- 2.2. ClueXpress is a marketplace platform. Our Services are limited to the extent:
 - providing a space and set of tools which facilitate a Client to find and select Service Provider among registered Users,
 - providing a set of tools to order chosen Services from selected Provider within mutual binding contract between Client and Provider and
 - providing tools for payment from a Client to a Service Provider for delivered Services.
- 2.3. You as a Client are responsible on your own for evaluating and determining the suitability of your Service order and a Provider. If you decide to enter into a Service Contract, the Service Contract is directly between you and the Provider. ClueXpress is not a party to that Service Contract.
- 2.4. You as a Provider are responsible on your own for evaluating and determining the suitability of a Client's Service order to your interest and ability to fulfil it. If you decide to enter into a Service Contract, the Service Contract is directly between you and the Client. ClueXpress is not a party to that Service Contract.
- 2.5. We are not responsible for the supply of any Service you order or for the cancellation and refund procedure should you decide to cancel a Service for any reason.
- 2.6. ClueXpress does not introduce Providers to Clients, does not represent them, does not find orders and projects for Providers, and does not find Providers for Clients. ClueXpress merely makes the Site and Site Services available to enable Providers and Clients to find and transact directly with each other. We just facilitate that in each instance by providing a listing of Providers relevant to Client requests and keeping records of your account, orders, quotations, purchase orders, invoices and payments. We also provide you with a selection of online tools to process those records at your discretion. Through the Site and Site Services, Clients may be notified of Providers that may offer the services they seek, and Providers may be notified of Clients that may be seeking the services they offer. At all times, however, ClueXpress is not a party of any transactions between users but only the tool for those transactions.
- 2.7. We are not responsible to you further than to take a Client order and make it available for consideration by relevant, in our understanding, registered Providers.
- 2.8. We welcome any comment or complaint about a registered User, which you make through Our Website. We may act upon a complaint at our discretion, for the benefit of the body of ClueXpress users.
- 2.9. We provide a marketplace for the supply of Services. We are in no way responsible for:

- 2.9.1. your locating and ordering a Service;
 - 2.9.2. your choice of a Service;
 - 2.9.3. any aspect of the provision of the Service;
 - 2.9.4. refund payment for any Service;
 - 2.9.5. any complaint about any Service.
- 2.10. In any dispute with a Provider, the Client should deal only with the Provider. We have neither legal obligation nor detailed information about the Services.
- 2.11. In any dispute with a Client, the Provider should deal only with the Client. We have neither legal obligation nor detailed information about the Services.
- 2.12. These terms and conditions regulate the business relationship between you and us. By registering an account with ClueXpress you agree to be bound by them.
- 2.13. We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Our Website at the time that the contract was made.

3. ClueXpress Accounts

3.1. Registration and acceptance

- 3.1.1. By registering for an account to use the Site or Site Services (an "Account"), by using the Site or Site Services, or by clicking to accept the Terms of Service when prompted on the Site, you agree to abide by these Terms of Service.
- 3.1.2. To access and use certain portions of the Site and the Site Services, you must register for an Account. Certain portions of the Site are available to Site visitors, including those portions before your Account registration is accepted.
- 3.1.3. ClueXpress reserves the right to decline a registration to join ClueXpress for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.
- 3.1.4. If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms of Service, on behalf of yourself and the company.
- 3.1.5. You agree not to have or register for more than one Account without express written permission from us. We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

- 3.1.6. Your privacy is important to ClueXpress and your information will be handled in accordance with our Privacy Policy, which is part of the Terms of Service, and applicable law.

3.2. Account eligibility

- 3.2.1. ClueXpress offers Site Services for your business purposes only and not for personal, household, or consumer use.
- 3.2.2. To register for an Account or use the Site and Site Services, you must, and hereby represent that you: (a) are an employee or agent of and authorized to act for and bind an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity); (b) will use the Site for business purposes only; (c) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and (d) are either a legal entity or an individual who is 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) in each case who can form legally binding contracts.

3.3. Account profile

- 3.3.1. When registering an Account to join the Site, you must complete a User profile ("Profile"), which you consent to be shown to other Users and, unless you change your privacy settings, to be shown to the public.
- 3.3.2. You agree to provide true, accurate and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, or your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.
- 3.3.3. We use Users profiles information in our Provider relevancy search tools. We are not responsible for any error made as a result of such information being inaccurate.

3.4. Account profile types (roles)

- 3.4.1. There are a number of different profile types (or roles) under one Account. Once you register an Account, you can act in any of 3 roles: Client, Provider-Technician or Provider-Expert (all defined below).
- 3.4.2. Client role: Each individual User under a Client role has own authority and liabilities to look for and buy Services within a binding Contract. An employee or agent of an independent business (in "Team Profile") under a Client role can be given different permissions to act on behalf of the Account within a binding Contract.
- 3.4.3. Provider-Technician ("Technician") role: Each individual User under a Technician role has own authority and liabilities to sell and supply Services within a binding Contract. An employee or agent of an independent business ("Team Profile") under a Technician role can be given different permissions to act on behalf of the Account within a binding

Contract. In all cases, a User under Technician role supplies Services being present at Client facilities.

- 3.4.4. Provider-Expert ("Expert") role: Each individual User under an Expert role has own authority and liabilities to sell and supply Services within a binding Contract. An employee or agent of an independent business ("Team Profile") under an Expert role can be given different permissions to act on behalf of the Account within a binding Contract. In all cases, a User under Expert role supplies Services being present at Client facilities or remotely by using communication tools and providing guidance and advice to Provider-Technician.
- 3.4.5. Users under Expert role intending to work remotely must confirm and periodically update profile status about possession of one of remote assistance applications and hardware which are indicated on our Website. Without such status confirmation an Expert will not be included into a selection under published request for Service with remote Expert.
- 3.4.6. When you use ClueXpress Account as employee or agent of independent Provider ("Team Profile") you acknowledge and agree that the company is solely responsible, and assumes all liability, for: (a) the classification of your company employees or subcontractors as Technicians and Experts; (b) for your employees and subcontractors acts and omissions, and (c) paying your company's employees and sub-contractors in accordance with applicable law for work performed on behalf of the company in Contracts.

3.5. Account permissions

- 3.5.1. You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business.
- 3.5.2. By granting other Users permissions under your Account, including as a Team User, you represent and warrant that: (a) the User is authorized to act on your behalf; and (b) you are fully responsible and liable for the User's acts and omissions, including for obligations and liabilities relating to making payments and entering into Service Contracts and the Terms of Service. If any such User violates the Terms of Service, it may affect your ability to use the Site and Site Services.
- 3.5.3. Upon closure of an Account, ClueXpress may close any or all related Accounts.

3.6. Identity and location verification

- 3.6.1. You authorize ClueXpress, directly or through third parties, to make any inquiries necessary to validate your identity, your location, legal ability to act on behalf of your business on ClueXpress and confirm your ownership of your email address or financial accounts, subject to applicable law.
- 3.6.2. When requested, you must timely provide us with complete information about yourself and your business, which includes, but is not limited to, providing official government or legal documents. During verification some Account features may be temporarily limited. When verification is successfully completed, Account features will be restored.

3.7. Usernames and passwords

- 3.7.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You authorize ClueXpress to assume that any person using the Site with your username and password either is you or is authorized to act for you.
- 3.7.2. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to an unauthorized person, or if the password is being, or is likely to be, used in an unauthorised manner.
- 3.7.3. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use both or (b) the use would violate the Terms of Service.

4. Relations and contract procedure between Client and Provider

- 4.1. Unless it is clear to the contrary, you may assume that every sale is made by the Provider in the course of his business.
- 4.2. Assigned Purchase Order (PO) which was accepted for fulfilment by Provider is a legal Agreement between a Client and the Provider. It is a result of their mutual selection and negotiation reflected in a standard set of forms: Service Request form Client, Quotation from winning Provider. A successful fulfilment of a Client-Provider Agreement is reflected in a Service Report, Technical Report and Invoice from Provider. Client and Provider legally sign and accept PO and Service Report by putting a mark into the checkbox on related pages of the Website.
- 4.3. ClueXpress keeps an electronic record of the whole or partial set of the documents for 12 months from the moment of issuing or signing of the last document of the set. Pdf files of all forms are available for downloading during this period.
- 4.4. The engagement, contracting and management of an Assigned Purchase Order (PO) are between a Client and a Service Provider. Upon acceptance of a Quote by Provider, the Client agrees to purchase, and the Service Provider agrees to deliver the services and related deliverables in accordance with the following agreements: (a) the Assigned Purchase Order (PO) Agreement between Client and Service Provider including the Quote, Assigned Purchase Order (PO) Description, and other terms and conditions as communicated between Client and Service Provider on the Website or otherwise, (b) these Terms of Service, and (c) any other content uploaded to the Website by ClueXpress.com (collectively, the "Assigned Purchase Order (PO) Agreement"). You agree not to enter into any contractual provisions in conflict with these Terms of Service. Any provision of an Assigned Purchase Order (PO) Agreement in conflict with these Terms of Service is void.
- 4.5. Client is responsible for managing, inspecting, accepting and paying for satisfactory services and deliverables in accordance with the Assigned Purchase Order (PO) Agreement in a timely manner facilitated by Website notification technology and flow timers. Service Provider is responsible for the performance and quality of the services in accordance with the Assigned

Purchase Order (PO) Agreement in a timely manner facilitated by Website notification technology and flow timers. Client and Service Provider each covenants and agrees to act with good faith and fair dealing in performance of the Assigned Purchase Order (PO) Agreement.

- 4.6. Client and Service Provider each acknowledges and agrees that their relationship is that of independent contractors. The Service Provider shall perform services as an independent contractor and nothing in these Terms of Service shall be deemed to create a partnership, joint venture, agency, or Client-employee relationship between Service Provider and Client or between ClueXpress.com and any Client or Service Provider.
- 4.7. Prices and hourly rates listed on Our Website by Providers are exclusive of any applicable sales tax. VAT/GST/HST may be due and will be either included in the price or shown separately in POs and Invoices.
- 4.8. Services will be provided at the times and places specified in PO and in terms and conditions of each Provider indicated in PO.
- 4.9. A Client is required to pay in the currency in which the Service is listed in assigned PO. An Invoice for assigned PO is generated automatically after a Client accepts Service Report.
- 4.10. ClueXpress application fee consists of 2 portions. The first is a variable part and calculated as a certain percentage of subtotal charge in an Invoice for Services delivered by Provider. The second portion is fixed in dollars for Invoices presented in USD or CAD. The total amount of ClueXpress application fee is the sum of the variable and fixed portions. The platform fee is added to the total amount of PO and makes Invoice total. Refer to paragraphs 6.5 and 6.6 for examples.
- 4.11. For security purposes (yours and ours) we will not permit more than a maximum number of transactions with you in a given period of time.
- 4.12. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us.
- 4.13. When a Client signs a Contract with an Expert working remotely the Client automatically gives permission to use and process audio, video and other data related to the subject of a Contract at Client facilities.
- 4.14. ClueXpress.com is not a party to the dealing, contracting and fulfilment of any Assigned Purchase Order (PO) between a Client and a Service Provider. ClueXpress.com has no control over and does not guarantee the quality, safety or legality of any services performed or deliverables created, advertised, the truth or accuracy of Assigned Purchase Order (PO) listings, the qualifications, background, or abilities of Registered Users, the ability of Technicians and Experts to perform services, the ability of Clients to pay for services, or that an Client or Service Provider can or will actually complete a Assigned Purchase Order (PO). ClueXpress.com is not responsible for and will not control the manner in which a Service Provider operates and is not involved in the hiring, firing, discipline or working conditions of the Service Provider. All rights and obligations for the purchase and sale of services or other deliverables are solely between a Client and a Service Provider. ClueXpress.com will not provide any Service Provider with any materials or tools to complete any Assigned Purchase Order (PO). Clients and Technicians and Experts must look solely to the other for enforcement and performance of all the rights and obligations arising from Assigned Purchase Order (PO)

Agreements and any other terms, conditions, representations, or warranties associated with such dealings.

- 4.15. Third-Party Beneficiary of Assigned Purchase Order (PO) Agreement: Client and Service Provider each acknowledges and agrees that the value, reputation, and goodwill of the Website depend on their performance of their covenants and agreements as set forth in their Assigned Purchase Order (PO) Agreement. Client and Service Provider therefore appoint ClueXpress.com as a third-party beneficiary of their Assigned Purchase Order (PO) Agreement for purposes of enforcing the obligations owed to, and the benefits conferred on, ClueXpress.com by these Terms of Service. Clients and Technicians and Experts further agree that ClueXpress.com has the right to take such actions with respect to the Assigned Purchase Order (PO) Agreement or their Accounts, including without limitation, suspension, termination, or any other legal actions, as ClueXpress.com in its sole discretion deems necessary to protect the value, reputation, and goodwill of the Website.
- 4.16. Neither we nor the Provider can be responsible for action by any governmental authority. We do not know and are not responsible for duties, taxes, delays or impounding of any item.
- 4.17. Every sale will be subject to the laws applicable but there shall not be implied any right which is neither a legal right nor set down in these terms and conditions.

5. Payments terms and security

- 5.1. We take care to make Our Website safe for you to use.
- 5.2. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment. One of those secure payment system is Stripe, <https://dashboard.stripe.com/login>
- 5.3. For Service Providers. During the onboarding and account activation process ClueXpress assists you to open a connected Stripe account for each Provider to be able to receive money from a Client. Provider cannot participate in contract bidding without confirmed and validated Stripe account. For account opening you will be transferred to your national Stripe website for direct interaction with it. Stripe website will collect your personal information for validation under the highest international and national security standards. After validation and account activation you will use Stripe dashboard to control you transaction and personal information. For further detailed instructions, including how to transfer your funds from you Stripe account to your local bank account, you can login at <https://dashboard.stripe.com/login> and use Stripe help system and customer support.
- 5.4. For Clients. Online payment service providers will use your credit card to make a payment as per Invoice from your Provider. The payment does not require having your own Stripe account. However you must register at least one your credit card in order to activate your ability to publish a service request. During the card registration process all data will be encrypted and Stripe accepts full responsibility to keep it secure according to its terms of services.
- 5.5. When a Client initiates a payment process on a Website page it automatically generates a payment transaction request and sends it to Stripe secure payment processor for execution.

According to Stripe terms of services it accepts full responsibilities for secure payments, your personal and financial information, see [Services Agreement - Stripe -Canada](#)

- 5.6. To make future use of Our Website easier and faster for you, the Website will remember your credit card non-identifiable information details in readiness for your next purchase or subscription; we will securely store your credit card non-identifiable payment details on our systems. We retain the following non-identifiable information related to your payment or credit card which are named in terms of Stripe:
- 5.7. - brand, (brand of your card)
- country, (country of card's issuer)
- customer_token, (necessary, generated by Stripe)
- exp_month, (card's expiration month)
- exp_year, , (card's expiration year)
- fingerprint, (necessary, generated by Stripe)
- last4, (last 4 digits on your card)
- card_token (necessary, generated by Stripe)
- 5.8. All data in the paragraph above, except those marked as necessary, we store for the purpose of the Webpage design and for your convenience - for displaying and choosing payment by one or another credit card. This data is invalid to activate a payment.
- 5.9. Other secure necessary data, generated by Stripe, never comes into our control. The information is given into a page which is in reality a page of our payment service provider. For details about disclosure of personal information please see our Privacy Policy.
- 5.10. A Client is required to pay in the currency in which the Service is listed in assigned PO. A Provider cannot demand or change a currency of payment form that one indicated in Client's PO.
- 5.11. When Stripe executes payment transactions the ClueXpress application fee is collected automatically out of a total amount of transaction according to 4.10. Client side is charged and pays the ClueXpress platform fee as per current active Fees Schedule in section 6.6 .
- 5.12. When Stripe executes payment transaction Provider account receives the total amount as per Invoice less Stripe payment service fee and less other applicable fees.
- 5.13. A Provider pays Stripe payment service fees out of the amount received from Client according to Stripe schedule and policies.
- 5.14. Stripe's currency exchange service fee is paid by Provider out of its own funds in case when currency of Provider's Invoice is different from currency of account opened in a country of Provider. Check details with Stripe.
- 5.15. Stripe's currency exchange service fee is paid by Client out of its own funds in case when the currency of Provider's Invoice is different from the currency of an account opened in a country of Client. Check details with Stripe.

6. ClueXpress Fees

6.1. Client fees

- 6.1.1. Client is charged and pays the ClueXpress application fee in addition to Service Invoice subtotal charge. Thus, the ClueXpress application fee is included into Invoice total.
- 6.1.2. Client pays Stripe's currency exchange service fee out of its own funds in case the currency of Provider's Invoice is different from the currency of the account opened in the country of Client. Check details with Stripe.

6.2. Service Provider fees

- 6.2.1. A Provider pays Stripe payment service fees out of the amount received from Client according to Stripe schedule and policies.
- 6.2.2. A Provider pays Stripe's currency exchange service fee out of its own funds when the currency of Provider's Invoice is different from the currency of an account opened in a country of Provider. Check details with Stripe.
- 6.2.3. A Provider pays Stripe's fee, if applicable in some countries, to transfer funds into Provider's bank account using third parties payment tools. Check details with Stripe.

6.3. ClueXpress subscription fee

Currently is not applicable

6.4. VAT, HST and other taxes

- 6.4.1. All prices in a Purchase Order are subject to applicable VAT/GST/HST and are indicated in an Invoice.
- 6.4.2. Exported Services may be released of VAT/GST/HST and are responsibilities of Providers
- 6.4.3. ClueXpress application fee is posted including HST in Ontario, Canada.

6.5. ClueXpress application fee calculation

- 6.5.1. ClueXpress application fee consists of 2 parts. The first is a variable part and calculated as a certain percentage of subtotal charge in an Invoice for Services delivered by Provider.

Example 1: if subtotal before applying VAT/GST/HST is \$100 USD then the variable part of our application fee is 12% of \$100 = \$12 USD. The second part is fixed and currently is \$9 of USA for Invoices presented in USD. And the total amount of ClueXpress application fee will be \$12 + \$9 = \$21 USD.

Example 2: if subtotal before applying VAT/GST/HST is \$100 CAD then the variable part of our application fee is 12% of \$100 = \$12 CAD. The second part is fixed and currently is \$9 of CAD for Invoices presented in CAD. And the total amount of ClueXpress application fee will be \$12 + \$9 = \$21 CAD.

6.6. Fees Schedule

Attention! The Schedule is for illustration purposes only! It explains a possible structure, a source and destination flow of applicable fees. For all applicable in your case current active fees please refer to information at [ClueXpress.com](https://clueXpress.com) and Stripe.com

	Client	Provider	Comments
Stripe payment service fees	-	2.9% + 0.30 CAD	+0.6% for international cards
ClueXpress application fee when Provider's Invoice is presented in USD	12% of Service Invoice subtotal charge + 9 USD	-	Extra of Service Invoice subtotal charge
Stripe's currency exchange service fee	(+2%)	(+2%)	Applicable to one of them, if currency conversion is required

7. Privacy and Confidentiality: How we handle your personal information

Your use of the Website and the services provided therein and thereby is governed by the terms of these Terms of Service and the [ClueXpress.com](https://clueXpress.com) Privacy Policy. It is your responsibility to review the [ClueXpress.com](https://clueXpress.com) [Privacy Policy](#), which is incorporated by reference, and we suggest that you review the Privacy Policy and print a copy for yourself. The Privacy Policy is posted on the Website and may be updated from time to time. Unfortunately, we cannot ensure that disclosure of your personal information will not occur in ways not described in the Privacy Policy. We may be required by law to disclose information to government authorities, law enforcement agencies or third parties upon subpoena, and you authorize us to disclose information as we believe, in our sole discretion, is necessary or appropriate.

8. Prohibitions on what you may Post to Our Website

- 8.1. We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other Users of Our Website and to comply with the law. These provisions are stated in our Terms of Use and IP Policy at <https://clueXpress.com/> and apply to all Users of Our Website.

- 8.2. We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.
- 8.3. You may not use, or encourage, promote, facilitate, or instruct, induce, or otherwise influence or cause others:
 - 8.3.1. to use the Site or Site Services for any activities that violate any law, statute, ordinance or regulation; for any other illegal or fraudulent purpose or any purpose that is harmful to others, or
 - 8.3.2. to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.
- 8.4. Detailed list of prohibited and restricted uses of the Website is in our Terms of Use and IP Policy at <https://clueexpress.com/>. Signing into ClueXpress you legally confirm that you have read and understand all requirements of the Terms of Use and IP Policy.

9. Security of Our Website

If you violate Our Website we shall take legal action against you. You now agree that you will not, and will not allow any other person to:

- 9.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 9.2. link to our site in any way that would cause the appearance or presentation of the site to be different from what would be seen by a User who accessed the site by typing the URL into a standard browser;
- 9.3. download any part of Our Website, without our express written consent;
- 9.4. collect or use any product listings, descriptions, or prices;
- 9.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 9.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 9.7. share with a third party any login credentials to Our Website;
- 9.8. Despite the above terms, we now grant a licence to you to:
 - 3.2.1. create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

- 3.2.2. you may copy the text of any page or download a file from your account for your personal use in connection with the purpose of Our Website or a Service we provide.

10. Storage of Data

- 10.1. We assume no responsibility for the deletion or failure to store, deliver or timely deliver messages and files in your account.
- 10.2. We may, from time to time and without notice, set limit(s) on the number of messages and files you may send, store, or receive through the service, and we retains the right to delete any emails above such limit(s) without any liability whatsoever, and you hereby release us from any such liability. Any notice provided by us to you in connection with such limit(s) shall not create any obligation to provide future notification regarding any change(s) to such limit(s).

11. Termination

- 11.1. Your ClueXpress account has no fixed expiration date after the date you joined.
- 11.2. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement either by sending notice to us by post or email, or by completing the form on Our Website and submitting it. We reserve the right to check the validity of any request to terminate your ClueXpress account if you as a Client still have unpaid balances for delivered Services.
- 11.3. We will terminate your account if you are inactive as Provider contracting any of the presented to you job requests AND do not make any buying transactions for 48 consecutive months. If that is the case we will check the validity of termination of your ClueXpress account if you as a Client still have unpaid balances for delivered Services.
- 11.4. We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by post or email.
- 11.5. If you terminate, we shall not be liable to you whatsoever, and you hereby release us from any such liability.
- 11.6. Termination by either party shall have the following effects:
- 11.6.1. your right to use the ClueXpress account immediately ceases;
- 11.6.2. we are under no obligation to forward any unread or unsent messages or saved files to you or any third party;
- 11.7. Whether we or you terminate this agreement, you are not entitled to any refund. You agree that if it was otherwise, you would be free to take advantage of the ClueXpress accounts scheme for a particular purpose at very low cost.

- 11.8. At any time if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement, we reserve the right to terminate any and all parts of the ClueXpress account (Client, Technician, Expert) without refunding to you any fees paid.

12. Copyright and other intellectual property rights

- 12.1. All Content on Our Website, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of Services for sale. It is all protected by international copyright laws.
- 12.2. You may not copy, or in any way exploit any of the content, except as is expressly permitted in this agreement or with our written consent. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.
- 12.3. You agree to respect and comply with full set of copyright and other intellectual property terms contained in our [Terms of Use and IP Policy](#) shown and available on our Website

13. Interruption to the ClueXpress service

- 13.1. We give no warranty that our service will be satisfactory to you.
- 13.2. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other reasons. We may do so without telling you first.
- 13.3. You acknowledge that our service may also be interrupted for reasons beyond our control.
- 13.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to ClueXpress service.

14. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of:

- 14.1. your use of the ClueXpress;
- 14.2. the breach or violation of this agreement by you;
- 14.3. the infringement by you, or by any other User of the ClueXpress using your computer, of any intellectual property or other right of any person or entity;
- 14.4. your failure to comply with any law;
- 14.5. any contractual claim arising from your use of the ClueXpress and purchase or sale of Service.

15. Disclaimers about the ClueXpress

- 15.1. Your use of the ClueXpress is without any warranty or guarantee.
- 15.2. Where we provide a service without specific charge, then it is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of any such service.
- 15.3. We or our Content suppliers may make improvements or changes to the website, the Content, or to any of the services described on the website, at any time and without notice to you.
- 15.4. You are advised that Content may include technical inaccuracies or typographical errors.
- 15.5. Our Website contains links to other websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 15.6. We are not liable in any circumstances for special, indirect or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website.
- 15.7. The ClueXpress Website and ClueXpress services are provided “as is”. We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:
 - 15.7.1. of satisfactory quality;
 - 15.7.2. fit for a particular purpose;
 - 15.7.3. available or accessible, without interruption, or without error.

16. Disclaimers about the Service

- 16.1. All of the Content on Our Website relating to any Service has been provided by a Provider or a Client. We do not accept responsibility for the accuracy of any claim or advertisement.
- 16.2. We make no representation, warranty or other provision with regard to the Services and you acknowledge that you do not rely on any made by us, but solely on your contract with a Provider or Client.
- 16.3. So far as concerns Services you purchase or sale through Our Website, we are not liable for:
 - 16.3.1. any Service complying with the requirement of any law or being available;
 - 16.3.2. the Provider performing his contract.
 - 16.3.3. the Client performing his contract.

- 16.4. We give no warranty, representation or undertaking whatever as to the continuing business of a Provider or that any Service offered for sale by a Provider will be useful or suitable for you.
- 16.5. We and the Provider or the Client can take any action that may reasonably be required from time to time, to protect his interests and ours in connection with a breach or possible breach of the Regulations.
- 16.6. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you as a Client and you as a Provider.

17. Miscellaneous matters

- 17.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 17.2. For the purposes of the privacy laws you consent to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us and/or any agent or third party nominated by us and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country in any part of the World.
- 17.3. If you are in breach of any term of this agreement, we may:
- 17.3.1. publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
 - 17.3.2. terminate your account and refuse access to Our Website;
 - 17.3.3. remove or edit Content, or cancel any order at our discretion;
 - 17.3.4. issue a claim in any court.
- 17.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 17.5. No failure or delay by us to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 17.6. When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 17.7. Any communication to be served on either of the Parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

- if delivered by hand: on the day of delivery;
- if sent by post to the correct address: within 72 hours of posting;
- If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

17.8. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

17.9. This agreement does not give any right to any third party.

17.10. We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute.

17.11. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

17.12. The validity, construction and performance of this agreement shall be governed by the laws of the Province of Ontario, Canada and the parties agree that any dispute arising from it shall be litigated only in the Province of Ontario, Canada.

Last amended on January 5, 2021