



## Payment Authorization and Agreement

Date: 03-04-24

Name on Card: Mukesh Thakkar

Phone Number: 9084825003

Email: [mike@avco-construction.com](mailto:mike@avco-construction.com)

Billing Address: 600 Swenson Dr Kenilworth, New Jersey, 07033, United States

Shipping Address: 600 Swenson Dr Kenilworth, New Jersey, 07033, United States

Credit Card Type: VISA

Credit Card Number: 4100 \*\*\*\* \* 2947

Expiration Date: 05/27

Amount Charged: \$320USD

Transaction ID: pi\_3P1TyEJVyhiUgydC0QXaDV7D

Product Description: MAG544W3

I hereby declare the transaction made to Server Center Limited is an authorized transaction. I agreed to pay for this purchase in accordance with the terms and conditions.

### Cardholder – Please Sign below.

Signature:   
Mukesh Thakkar (Apr 3, 2024 09:38 EDT)

Email: [mike@avco-construction.com](mailto:mike@avco-construction.com)

The following Terms of Use (referred to as "terms") are relevant to the products and e-commerce services offered by Servercenter Ltd. (here after referred to as "Servercenter", or "the company", or "us", or "we", or "our"). By submitting your order to us, you are expressing acceptance to abide by these terms. These terms may be changed without prior notice at the sole discretion of Servercenter. The products and pricing provided on the website www.servercenter.ca (referred to as the "website" or "site") are not to be considered as offers to sell, but rather, ads to obtain offers of purchase. All orders are subject to revision and acceptance by Servercenter. All prices are subject to change and so your order may not be acknowledged or you may be advised of issues related to pricing or availability with regard to your order.

#### *Order Acceptance Policy*

The order confirmation receipt sent to you does not indicate our acceptance of the order nor does it mean confirmation of an offer to sell. The company reserves the right to accept or decline your order for any reason at any time after your order has been received. The company also reserves the right to supply less than the quantity ordered of any item after the receipt of your order, without any prior notice. It is based on shipping confirmation that we approve the acceptance of your order. All orders must be pre-approved with a suitable method of payment before the shipment of the same. The orders placed will be thoroughly checked before shipping, as per the policies set by the customer protection department of the company. We may require additional information for verification purposes before we consider the acceptance of your order.

#### *Prices*

All prices shown on the website are in US dollars and do not comprise of the applicable taxes unless otherwise mentioned. The prices do not include shipping and handling or any other services like insurance. The prices charged for the orders would be the same as the time at which the orders have been placed.

#### *Typographical Errors*

Servercenter reserves the right to decline and/or cancel any orders in the event of an item listed at an incorrect price or with incorrect information due to a typographical error or an error in the information obtained from our suppliers for the incorrectly listed item. We reserve the right to cancel orders which may or may not have been confirmed, including orders which may be charged to your credit card or which may have been paid for. In the event it has been charged to your credit card, Servercenter will immediately credit the amount to your account to compensate the purchase.

#### *Payment*

Payment may be carried out by an online bank payment method or through credit card. The orders will be processed based upon the confirmation of payment. To ensure the quick processing of your order, you are required to provide the correct billing address and telephone number as provided with your credit card issuer.

#### *Shipment Policy*

The company ships via UPS and requires a signature upon the receipt of the product. In order to ensure that shipment to addresses with correct P.O. boxes and rural routes reach their proper destination, you are required to include a proper street address or highway marker number while placing your order. We shall not be held responsible for any failure to deliver due to any unanticipated circumstances or causes outside our control.

Shipping time - We ship within 2 days of order confirmation.

Delivery Time- The product will be delivered in 4-7 business days.

#### *Limitation of Liability*

The maximum liability to you on products or e-commerce services purchased from Servercenter shall be restricted to the selling price of the products or e-commerce services you paid for. The company could not be held responsible for any property damage, loss of use, interruption of business, personal injury, loss of profit, or other consequential, indirect, severe, incidental, or special damages. This is applicable to all cases however it may have occurred, whether for breach of warranty, contract, offence (including carelessness), strict liability, or any other reason. Some of these restrictions may not be applicable in some jurisdictions, and those limitations not permitted under by segregation or restriction under law may not be applicable for you.

#### *Privacy Policy*

This privacy policy is applicable for the information collected by Servercenter.

It will inform you about the following details:

- What choices are made available to you concerning the use of your data
- What personally identifiable information is gathered from you via the website, how it is utilized, and with whom it would be shared
- The security measures we adopt as protection against the misuse of your data
- How you can rectify the errors in the information which you have provided.

This policy also outlines the guidelines in which we collect personal as well as non-personal information and the use of such data. We do not store your personal information on our website, considering your privacy and protection. All personal information is transmitted to an encrypted, secure site managed by our order processing system to protect your information from unauthorized use. Personal information comprises of your name, account information, address, email address, company name, telephone number and any other info which recognizes you. By non-personal information we mean

all non-identifiable information including your IP address, type of browser used, referring website, navigation on the website, and demographic information which does not include any personal details.

#### *Collecting Personal Information*

To offer you with the best services possible, we collect your information to both verify your identity (as a protection against fraud) and also to help you with your request regarding the processing of an order. By offering your information in connection with your request, you are giving us your consent to use that details to provide you the service you have requested. This information is not stored on our website but redirected to a secure site. Information gathered in this manner is solely used for handling your request.

#### *Collecting Non-Personal Information*

Our website may gather information about you which cannot be used to identify you right away. This information is collected with the purpose of improving our website and business practices. This information may be shared with our suppliers, vendors, and third party contractors to improve the website and continue to provide you with the best value in the products offered to you. We may also use this information to restrict certain URLs or IP addresses that we have identified as creating problems for us.

#### *Access to the Information You Provide*

##### Order Processing

When you make a purchase on our website, your name, credit card number, address, and amount for which you have made the purchase will be sent to the concerned financial institution for verifying your identity and also for the authorization of your purchase. We are required to provide your name, address, telephone number, and details of items purchased to third party shippers such as FedEx or DHL to carry out your order delivery.

#### *Risks Related to Shipping*

When Servercenter ships a product, our responsibility for breakage or damage of the consignment will be restricted to the coverage offered by the carrier's terms. You may choose to buy additional insurance coverage for the full value of the product when you place an order. A befitting request should be made when you place an order. Servercenter does not give any delivery guarantee like a specific date or time. All shipping dates are calculated from the details offered by the carrier and also the internal processing time.

#### *Independent Contractors*

From time to time, we may seek the service of individuals or other companies to provide certain services to us like offering marketing assistance, or examining customer lists and data, or consulting services. These third parties will have access to the information you have provided, which is required to perform their duties; but cannot utilize that information for any other purpose. All third parties who make use of our data are fully bound by this privacy policy.

#### *Disclosure of your Information to Service Providers*

Servercenter may divulge with your personal information to certain service providers so as to offer products and services to you based on your request, to resolve customer service issues, and to verify and authenticate information. Some examples of service providers are product service depots, warranty providers, credit card issuers, and delivery service providers.

Any information offered by our customers will not be used for any other commercial purposes and will not be sold, leased, rented, or forwarded to any third party.

#### *Legal Disclosure*

We may reveal your information as required or permitted by law to:

- A government institution or an entity that has proclaimed its lawful authority to get the information
- Aid with the investigation of an illegal activity according to our reasonable grounds
- Comply with a warrant, or subpoena, or an order issued by a court, entity, or a person in the respective jurisdiction to divulge with a specific information;
- Abide by court rules concerning the production of information and records
- Seek opinion from our legal counsel

#### *Return Policy*

Before returning any item, it is necessary to contact us at [helpdesk@servercenter.ca](mailto:helpdesk@servercenter.ca) to obtain a Return Merchandise Authorization (RMA) number. No returns will be accepted without a RMA number. The software may be returned for replacement purposes only which implies that it should not be

returned for credit. An opened, non-defective product could not be returned. No exceptions can be made on this matter as this is according to the policies set forth by the manufacturer. In the case of defective products, if suppose a product is found to be defective within 15 days from the date of purchase, Servercenter will issue a RMA and if applicable, replace the product according to the manufacturer policies and guidelines. Return instructions will be provided by the company and it is the responsibility of the client to return the products in a timely manner to the respective warehouse location.

### *Links to Third Party Sites*

We have several links present on our site to third party sites, a majority of these being vendor sites. We do not hold any liability or responsibility for these sites. We advise you to read the privacy statement for each and every site before divulging with any information. We have no control over third party sites which may link to our site, and therefore cannot be hold responsible or liable for their actions. Some sites may provide you with a unique code, visual, or cookie which will help them to identify you. These are used to track and perhaps obtain information you provide on our site. Although we put in maximum efforts from our side to avoid such kind of access, you are required to take the responsibility of restraining exposure to such practices. We advise you to use a spyware program to eliminate these programs on a frequent basis and to access our site directly.

>You may prefer to opt out of any future contacts from us at any point of time. You may choose to do the following by communicating with us through the phone number or email address given on our website:

- Access data we have collected from you, if any
- Update or rectify any data we have collected from you
- Request us to remove any data we have gathered from you
- Show your concern about how we use your data.

### *Security*

We take proper precautions to safeguard your information. When you submit sensitive information to our website, it is protected both online as well as offline. In the instance where we collect sensitive information (such as credit card info), it is encrypted and transferred to a secure site. You can verify this by searching out for a closed lock icon at the bottommost section of your web browser, or looking out for "https" at the beginning of the address of the concerned web page. While we use encryption method to safeguard your sensitive information online, we also protect your information which is present offline. Only the employees who require this personally identifiable information to do a specific job (for example, customer service or billing procedure) are allowed access to the same. The computers or servers in which we store your sensitive information are maintained in a secure environment.

Servercenter reserves the right to amend this policy at any point of time. You are required to visit our site periodically to review any changes.

### *Copyright Policy*

The website [www.servercenter.ca](http://www.servercenter.ca) owned and operated by Servercenter. Unless specified otherwise, all materials displayed on this website which comprise of the site design, text, graphics, logos, icons, and other items belong to Servercenter. Further, all video and audio clippings are the sole property of this company or the respective content providers. All software used on the site belongs to Servercenter or to those providing the software.

You may use the content provided on this site exclusively for the purpose of shopping or placing an order. No materials from this site should be copied, modified, reproduced, uploaded, posted, or circulated in any form or by any means, without the prior written consent of the company. Any unlawful use of the materials displayed on this site may violate trademark, copyright, and other applicable laws and could result in civil or criminal penalties.

### *Jurisdiction*

Any lawsuit regarding this agreement or any disputes between a customer and the company shall be settled in the courts located at Calgary according to Alberta and Canadian laws.

### *Disclaimer*

Servercenter makes no warranties or representations of any kind, either expressed or implied, with regard to the website, its operation, materials, content, or information. The company refutes all warranties, expressed or implied of any sort with regard to the site it uses, including but not restricted to the relevance and merchantability for a specific purpose. You, the buyer, agree that Servercenter, its directors, employees, and/or representatives, would not be held accountable for damages caused from the operation, content, or use of the company website, or the products sold therein. You also agree that this limitation of liability is complete and is applicable to all damages of any sort, including without any restriction of any indirect, direct, special, compensatory, punitive, incidental, and far-reaching damages.

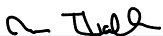
### *Section B*

The following Terms and Conditions (referred to as "terms") is a legal agreement between Servercenter Ltd. (referred to as "Servercenter", or "the company", or "our", "we", or "us", or "the developer") and the client for the purpose of services including but not limited to website design/development. These terms set forth the requirements under which the client may use the services.

- By accepting a quote, you agree and accept the terms put forward by the company. Your acceptance can be expressed verbally, or through e-mail, or by signing a quote. All quotes or estimates are based upon our understanding of your requirements and according to the allotted timeframe. Any changes made to the functionality may attract extra costs accordingly.
- Any complication related to particular tasks must be informed in advance and incorporated in the proposal for estimation purposes. Any inconsistency arising due to indistinguishable requirements shall not be endured by the developer.
- Any changes demanded during the development or after the go-live authorization shall attract surplus charges. All additional work over the estimate incur separate charges. Under no circumstances will Servercenter be responsible for any delays caused by modification of the project
- Any bugs or errors in programming recounted during or just after the development does not attract any additional charges
- Our websites or applications are normally tested on PCs and comprise of recent versions of the browsers like Internet Explorer, Safari, Firefox, and Chrome. If you need testing to be performed on any other browser, please let us know beforehand. Web pages which are responsive or multi-device compatible are tested on iPads and iPhones. If you need testing to be carried out on any other device, please discuss with us beforehand
- The charges for services offered by Servercenter would be stated in the quotation that the client gets via e-mail. The quotations are valid up to a period of 30 days. Servercenter reserves the right to modify or decline a quotation after 30 days
- Unless agreed upon otherwise with the client, all services would need an advance payment. Payment for services could be done through cheque or online bank transfer. Cheques should be made payable at Servercenter Ltd.
- We usually develop and test the applications or websites on hosted domains or servers owned by us. We cannot grant access of our test servers and websites to the clients or any third parties. The website or application can be transferred to a designated third party server once the payment of all dues and invoices are completed
- The software codes we offer are the copyrighted material of Servercenter Ltd. These codes can be dispensed at an extra cost for use once all the pending invoices are settled, and on the condition that the codes are used only for the purpose of use or amendment for re-use for further improvement for the specified client or the respective owners of that legal entity. Under any circumstance shall the the codes be permitted to be used for re-selling or replication purposes
- If your application or website has not been hosted on a Servercenter server, any surplus man-hours that may be needed owing to any network or server-related issues which are not listed in our quotes may attract additional charges
- The website or software application will be designed in such a manner as to be deployed on the web using a commercial grade web server or a similar kind of environment. Based upon your website traffic, the website may not perform well if deployed on a general office network
- Servercenter is not accountable for any open source products such as Open Source carts, WordPress, etc. It is the responsibility of the client to update the entire components as well as third party software. We suggest you to take frequent back-ups to avoid any disorders
- According to the functionalities needed, there may be third party components including but not limited to third party payment gateways involved in developing a website or application. Though we do our best in identifying the appropriateness of any such component, any unanticipated restrictions of third party components are outside our control. The third party component purchase costs (including payment gateway, SSL, Google AdWords, etc.) are not enlisted in our quotes
- We provide packages by coordinating with the third party providers. Any modifications in the policies and rules of the third party providers may ultimately influence the services we offer including the terms
- The hosting charges are not incorporated in the quotations unless stated otherwise. We can arrange for a suitable hosting solution if needed - a quote which will be submitted separately and agreed upon by the client. In the case of clients deciding to arrange their own hosting, they are required to consult us before finalizing the kind of hosting and database, as it should meet the requirements of the technology we use for development. It is important to note that we would require complete access with hosting support for testing and deploying the application
- Servercenter cannot be held liable for any errors or delays caused by direct or indirect involvement of the hosting company
- The charges for registration or renewal of domains are not included as part of any project unless stated otherwise, and if needed, a quote for which will be submitted separately for the approval of the client
- The client must understand that sometimes there may be unexpected circumstances that will cause delay to the development process, especially with regard to the incorporation of third party software. We will do our best to finish the project as agreed upon in the proposal. As long as it is within a judicious period, the client agrees not to penalize us for any genuine delay, when maximum effort is taken to keep the project up and running on the planned schedule
- The company reserves the right to end a project with a client at any time without any prior notice if it finds the client has violated any of these terms. Servercenter shall remain the sole arbitrator in determining what constitutes a breach. No refunds shall be issued if such a situation arises
- The company offers its website and the respective contents displayed thereof on an 'as is' basis and makes no warranties with regard to the site and its contents, or appropriateness of the services offered for a specific purpose. We cannot guarantee the functionality of the website or that it will be uninterrupted or free of any error, nor does it warrant that the contents are updated, complete, or accurate
- All matters stated in this agreement are governed by Alberta and Canadian laws and fall under the jurisdiction of Calgary courts
- All communications are normally carried out through e-mails. It is the client's responsibility to keep us posted with their current e-mail addresses
- The company reserves the right to modify these terms at any time without prior notification.

## Signature

Signature: \_\_\_\_\_

  
Mukesh Thakkar (Apr 3, 2024 09:38 EDT)

Email: mike@avco-construction.com







# Mukesh Thakkar Server Center Service agreement

Final Audit Report

2024-04-03

Created:	2024-04-03
By:	Server Center Limited (service@servercenter.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxKclAB1KNQ0UsUb8eyM0LjbwVMiw8QY4

## "Mukesh Thakkar Server Center Service agreement" History

-  Document created by Server Center Limited (service@servercenter.ca)  
2024-04-03 - 1:36:03 PM GMT
-  Document emailed to mike@avco-construction.com for signature  
2024-04-03 - 1:36:24 PM GMT
-  Email viewed by mike@avco-construction.com  
2024-04-03 - 1:36:52 PM GMT
-  Signer mike@avco-construction.com entered name at signing as Mukesh Thakkar  
2024-04-03 - 1:38:36 PM GMT
-  Document e-signed by Mukesh Thakkar (mike@avco-construction.com)  
Signature Date: 2024-04-03 - 1:38:38 PM GMT - Time Source: server
-  Agreement completed.  
2024-04-03 - 1:38:38 PM GMT