



# Agreement services

The Shortkard



# Service agreement

Great adventures are built on solid foundations: before we hit the road together, let's take the time to write down the details of our itinerary!

It's almost time: only a few moments left to propel your professional network and online image to the finish line. With Shortkut, you're ready to occupy pole position in your field. Let's confirm our agreement to accelerate your success!

## TERMS AND CONDITIONS OF THE PASS PACKAGE

**WHEREAS** Shortkut (Solution Multi Pub Canada Inc.) offers its services for the creation and programming of the Shortkut, a virtual business card designed to centralize and simplify the customer's professional interactions;

**WHEREAS** the Customer wishes to retain the services of Shortkut (Solution Multi Pub Canada Inc.) for the services mentioned ;

### The parties agree as follows:

1. The preamble forms an integral part of this contract.

### Work to be carried out

2. Shortkut (Solution Multi Pub Canada Inc.) is committed to :
  - Create and program the Shortkut, a virtual business card centralizing your professional information.
  - Include your contact details, logo, personal photo and other information.
  - Configure interactive features, including one-click calling, emailing, and links to your social networks and website.
  - Provide a customized design based on your preferences and the model selected.
  - Set up a QR code so your customers can easily access your Google listing to leave reviews.
  - Guarantee unlimited updates to your information, at no extra cost.

3. **PURCHASE OF ADVERTISING SERVICES.** Shortcut (Solution Multi Pub Canada Inc.) sells to the Customer, who has purchased them, the services whose description, one-time creation fee and annual hosting fee appear in point 6 of this Agreement, in accordance with the terms and conditions of sale currently in effect ("Agreement"). By submitting the payment form and checking off acceptance of the terms and conditions, the Customer acknowledges having read and accepted the terms and conditions of this Agreement. Shortcut (Solution Multi Pub Canada Inc.) will create and program the Shortkard on or about the date indicated

4. **CUSTOMER'S OBLIGATIONS.** The Customer agrees to cooperate with Shortcut (Solution Multi Pub Canada Inc.) at every stage of the Shortcut creation and programming process. This includes the transmission, within the agreed deadlines, of all information, documents, photos and/or completed questionnaires required for the execution of the work. The 14-business-day delivery period begins as soon as all required information has been transmitted and validated by a member of the Shortcut (Solution Multi Pub Canada Inc.) team.

The customer understands that any delay in transmitting the requested elements may have an impact on this deadline. This delay will not give rise to any claim concerning the delivery date initially planned.

If the Customer wishes to integrate a link to his Google listing but does not provide access to it or update it himself, he understands that he remains solely responsible for this integration. Once the Shortkard has been delivered, the service will be considered completed by Shortcut (Solution Multi Pub Canada Inc.).

5. **MODIFICATIONS REQUESTED BY THE CUSTOMER.** Once the questionnaire has been submitted, the customer will be entitled to two rounds of corrections included in the commitment. Minor modifications, such as text adjustments or simple updates, are included at no extra charge.

Any request for revision or major modification, total or partial, beyond the two rounds included, must be made by purchasing a bank of hours from Shortcut (Solution Multi Pub Canada Inc.). Banks of hours, valid from January 1 to December 31, are offered at a preferential rate. The time spent by Shortcut (Solution Multi Pub Canada Inc.) teams on these modifications will be deducted from the customer's bank of hours.

6. **PAYMENT AND CONTRACT PRICE.** The price of this contract is \$719.88 payable as follows.

- Monthly payment of **\$19.99 plus tax** for the creation of the Shortkard.

By submitting the form, the Customer transmits his/her payment information and confirms acceptance of the terms and conditions of this Agreement.

7. **DURATION AND RENEWAL.** The customer must respect the initial term of the Agreement until the last month. This Agreement and the Advertising Services shall automatically renew for the same subsequent period after the end of the Initial Term (the "Initial Term" being referred to as the "Agreement Term"), unless the Customer gives Shortcut (Solution Multi Pub) written notice of non-renewal within thirty (30) days prior to the end of the Initial Term or any Renewal Term.

8. **TERMINATION.**

8.1. The Customer waives Article 2125 of the Civil Code of Québec and therefore cannot unilaterally terminate the contract without paying Shortcut (Solution Multi Pub Canada Inc.) the full price of this contract, i.e. \$239.88 plus taxes.

8.2. Shortcut (Solution Multi Pub Canada Inc.) may terminate this contract if the Customer fails to comply with any of the payment terms set out in this contract.

9. **DEFAULT.**

9.1. The Customer is in default under the terms of this Agreement in the following cases: (a) if the Customer fails to pay the Fees due under this Agreement; (b) if the Customer ceases its activities (hereinafter collectively referred to as an "Event of Default");

9.2. Shortcut (Solution Multi Pub Canada Inc.) may terminate this Agreement immediately upon the occurrence of an Event of Default. In addition, all Fees for the remaining Term shall become immediately due and payable to Shortcut (Solution Multi Pub Canada Inc.) as liquidated damages in the amount of \$239.88 plus taxes.

10. **NO DECLARATION BY Shortcut (Solution Multi Pub Canada Inc.); NO**

**GUARANTEE OF SUCCESS FOR CUSTOMER.** The Customer acknowledges that, in promoting the Shortkard, Shortcut (Solution Multi Pub Canada Inc.) may communicate examples of use, data or statistics illustrating potential benefits or the experiences of other customers. Shortcut (Solution Multi Pub Canada Inc.) declares that this information is accurate to the best of its knowledge and has been obtained from reliable and independent sources.

The Customer also acknowledges that this information is provided for information purposes only. Shortkard is a tool designed to centralize and simplify business interactions, but Shortcut (Solution Multi Pub Canada Inc.) does not perform any specific analysis of the Customer's activities or needs. Consequently, the results obtained by the Customer using the Shortkard may differ considerably depending on its use and personal efforts.

11. **CUSTOMER WARRANTIES.** The Customer warrants that it is authorized to use and distribute the information provided for the creation of the Shortkard, including, but not limited to, its contact information, logos, photos, and any other

embedded content. The Customer also warrants that it holds all necessary rights, permits and licenses to use these elements, as well as to share any links or third-party content included, such as a link to a Google listing or website.

The Customer declares that it is solely responsible for the accuracy of the information provided and its compliance with applicable laws and regulations.

## **12. LIMITATION AND EXCLUSIONS**

12.1. The Customer acknowledges that Shortcut (Solution Multi Pub Canada Inc.) provides a large number of services, including the creation and programming of the Shortkard, and that errors may therefore occur. Shortcut (Solution Multi Pub Canada Inc.) is unable, for economic reasons, to provide these services in the absence of a clause limiting its liability. Consequently, the Customer also acknowledges that this limitation of liability clause constitutes an important foundation of this Agreement as well as an essential condition of Shortcut's (Solution Multi Pub Canada Inc.) commitment to provide the Shortkard for the agreed fees.

12.2 In the event of an error or omission in the creation or programming of the Shortkard, Shortcut (Solution Multi Pub Canada Inc.)'s liability shall be limited to the reimbursement of the initial fees and, if applicable, the hosting fees for the current year. The Customer must notify Shortcut (Solution Multi Pub Canada Inc.) of any error or omission within thirty (30) days of delivery of the Shortkard. Failure to do so shall result in the Customer waiving all rights arising from said error or omission.

**13. ASSIGNMENT.** Shortcut (Solution Multi Pub Canada Inc.) may assign this Agreement, any of its obligations or any payment due hereunder to a third party without the prior written consent of the Customer.

The Customer may not assign this Agreement without the prior written consent of Shortcut (Solution Multi Pub Canada Inc.). In the event of sale of its business or assets, the Customer must notify Shortcut (Solution Multi Pub Canada Inc.) in writing, which may decide whether or not to consent to the assignment.

**14. APPLICABLE LAWS.** This Agreement shall be governed by the laws applicable in the Canadian province in which it is entered into. Shortcut (Solution Multi Pub Canada Inc.) 8150 Metropolitan Boulevard East, Suite 250 Montreal, QC, H1K 1A1.



**Québec** – 8150, boul. Métropolitain Est, Suite 250, Montréal, Québec H1K 1A1  
**Ontario** – 151 rue Yonge, 11e étage, Toronto, Ontario M5C 2W7

[shortkut.ca](https://shortkut.ca)