



Terms Of Service

17122659 Canada Inc. Operating as **Modern Web Solutions**

Last Updated:

August 30, 2025



1. Introduction

Welcome to Modern Web Solutions. These Terms of Service (“Terms”) govern the use of services provided by **17122659 Canada Inc. Operating as Modern Web Solutions** (“we,” “our,” or “us”). By engaging our services, you (“Client,” “you”) agree to be bound by these Terms.

2. Services

We provide website design, hosting, management, and related digital services through various packages, including monthly subscription-based packages with fixed contractual terms.

3. Monthly Packages and Terms

- By subscribing to our monthly packages, you agree to a fixed **3-year (36 months) or 5-year (60 months)** contractual term.
- During the term, we will provide all agreed-upon services, including design, hosting, and updates.

- **Website Ownership:** All websites, designs, source code, and related intellectual property created by us remain the exclusive property of **17122659 Canada Inc., operating as Modern Web Solutions**, unless purchased outright.
- Upon completion of the agreed term, clients may:
 - Continue services under a renewed contract; or
 - Purchase full ownership of the website for a **one-time fee of \$1,000 CAD**.
- If ownership is not purchased, the website, its content, and related intellectual property remain the property of **17122659 Canada Inc.**

4. Payments

- Monthly fees are due on the billing date agreed upon at the start of the contract.
- Late payments may result in suspension of services.

5. Client Responsibilities

- Clients are responsible for providing accurate and timely content, branding assets, and approvals necessary for us to deliver services.
- Clients must ensure any materials they provide (images, text, logos, etc.) do not infringe upon third-party rights.

6. Intellectual Property

- Unless purchased as outlined in Section 2, all websites, source code, and creative works remain the intellectual property of **17122659 Canada Inc. Operating as Modern Web Solutions**.
- Clients are granted a limited license to use the website during the active term of their subscription.

7. Termination

- Early termination of a fixed-term package may result in the balance of the term becoming immediately due.
- We reserve the right to suspend or terminate services in cases of non-payment or misuse of our services.

8. Limitation of Liability

- We are not liable for indirect, incidental, or consequential damages arising from the use of our services.
- Our liability, in any case, shall not exceed the total amount paid by the client during the six (6) months preceding the claim.

9. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

10. Amendments

We reserve the right to update these Terms at any time. Updates will be posted on our website, and continued use of our services constitutes acceptance of the updated Terms.

11. Contact

For questions regarding these Terms, please contact us at:
17122659 Canada Inc. Operating as Modern Web Solutions
admin@modernwebsolutions.org
(905) 932-0148