



2040 Blue Heron Dr, London, ON N6H 5L8  
519-657-7665

#### **Privacy Policy**

In this privacy statement, "Poolmeister.ca " includes all offices and subsidiary corporations of Poolmeister.ca

Poolmeister.ca respects the privacy of visitors to this website. Your personal information is collected, used, and disclosed by Poolmeister.ca only in accordance with applicable privacy legislation. Personal information is defined as information about an identifiable individual, with the exception of business contact information such as a job title or work-related telephone number, postal address, or e-mail address..

By accessing Poolmeister.ca 's website, you consent to our collection, use, and disclosure of the information you provide.

This privacy statement deals only with personal information collected through Poolmeister.ca 's website. Any changes to this statement will be incorporated into a revised statement posted here, so that you will always have access to information on our current website information-handling practices. To learn about Poolmeister.ca 's information-handling practices or privacy practices beyond the Web, please email your request to poolmeister@gmail.com .

#### **Information Collection and Use.**

If you request information, products or services, enter a contest or other promotional feature, or respond to a questionnaire or survey, you may be asked for personal information. We value your privacy and will keep such information secure. However at all times we reserve the right to disclose information where required by law; to comply with valid legal processes such as a search warrant, subpoena or court order; to protect Poolmeister.ca 's rights and property; or during emergencies when safety is at risk.

Poolmeister.ca may decide to use your account information and transaction history to generate statistics and reports for internal use as well as to offer you products and services by telephone, regular mail, or email.

If you wish, you can ask that your personal information not be used for marketing and promotional purposes. This can be done online when you initially provide the information, or later by contacting us.

#### **Terms and Conditions**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

#### **Copyright**

The entire content included in this site, including but not limited to text, graphics or code is copyrighted as a collective work under Canada and other copyright laws, and is the property of Poolmeister.ca. The collective work includes works that are licensed to Poolmeister.ca Copyright 2003, Poolmeister.ca ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of paying an invoice with Poolmeister.ca or purchasing Poolmeister.ca products and services. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the site solely for your own non-commercial use, or to place an order with Poolmeister.ca or to purchase Poolmeister.ca products and services. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorized by Poolmeister.ca. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

#### **Trademarks**

All trademarks, service marks and trade names of Poolmeister.ca used in the site are trademarks or registered trademarks of Poolmeister.ca

#### **Warranty Disclaimer**

This site and the materials and products on this site are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Poolmeister.ca disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Poolmeister.ca does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Poolmeister.ca does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some provinces do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

#### **Limitation of Liability**

Poolmeister.ca shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if Poolmeister.ca has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### **Typographical Errors**

In the event that a Poolmeister.ca product is mistakenly listed at an incorrect price, Poolmeister.ca reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Poolmeister.ca reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Poolmeister.ca shall issue a credit to your credit card account in the amount of the incorrect price.

#### **Term; Termination**

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or invoicing process. These terms and conditions, or any part of them, may be terminated by Poolmeister.ca without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

#### **Notice**

Poolmeister.ca may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Poolmeister.ca.

#### **Miscellaneous**

Your use of this site shall be governed in all respects by the laws of the Province of Ontario, Canada. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Poolmeister.ca products) must be commenced within one (1) year after the claim or cause of action arises. Poolmeister.ca's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Poolmeister.ca may assign its rights and duties under this Agreement to any party at any time without notice to you.

#### **Use of Site**

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Poolmeister.ca or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

#### **Participation Disclaimer**

Poolmeister.ca does not and cannot review all communications and materials posted to or created by users accessing the site and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, Poolmeister.ca is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, poolmeister.ca reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to poolmeister.ca in its sole discretion.

#### **Indemnification**

You agree to indemnify, defend, and hold harmless poolmeister.ca, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

#### **Third-Party Links**

In an attempt to provide increased value to our visitors, poolmeister.ca may link to sites operated by third parties. However, even if the third party is affiliated with poolmeister.ca, poolmeister.ca has no control over these linked sites, all of which have separate privacy and data collection practices, independent of poolmeister.ca. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, poolmeister.ca seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

#### **Returns**

This site is for invoice payments for products and services already performed. No refunds will be given except in the case of incorrect payments where refunds will be given once incorrect payment is fully confirmed and complete. Please contact customer service for more information if you feel you made a payment in error. Thank you.