Mr. Snow Removal - Privacy Policy and Terms and Conditions Policy

This document (hereinafter referred to as "the Agreement") sets forth the terms and conditions governing the provision of snow removal services by Mr. Snow Removal (hereinafter referred to as "the Company") to clients in Ontario, Canada. By accepting the services provided by the Company, clients acknowledge their understanding and acceptance of all the terms and conditions outlined herein.

Privacy Policy:

The Company is dedicated to safeguarding your privacy and handling your personal information responsibly. This Privacy Policy outlines our practices regarding the collection, use, disclosure, and protection of your personal data.

- **1.** Collection of Personal Information: The Company may collect personal information, such as your name, address, contact information, and payment details, for the sole purpose of facilitating and managing our snow removal services.
- **2.** Use of Personal Information: We utilize your personal information to facilitate billing, communication, scheduling, and internal analytics for service improvement.
- **3. Disclosure of Personal Information:** The Company may share your personal information with contractors and service providers directly involved in delivering our services. Your personal information will not be sold or disclosed for marketing purposes without your consent, except as required by law.
- **4. Data Security:** The Company implements reasonable measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction, although absolute security cannot be guaranteed.
- **5.** Access and Correction: You possess the right to access and correct your personal information held by the Company. To review or update your information, please contact us using the provided contact details.
- **6.** Consent: By accepting our services and agreeing to this Agreement, you provide consent for the collection, use, and disclosure of your personal information as outlined in our Privacy Policy.
- 7. Changes to the Privacy Policy: The Company may revise this Privacy Policy to reflect changes in our practices or legal requirements. Significant updates will be communicated to you, and the revised policy will be made available on our website.

8. Contact Us: If you have questions or concerns about our Privacy Policy or the handling of your personal information, please contact us. See our contact us page for more information and related details.

Terms and Conditions Policy:

- **1. Services Provided:** The Company offers snow removal services, which include but are not limited to clearing snow from driveways, sidewalks, and boulevards.
- **2. Property Damage:** The Company shall not be held liable for any damage incurred to the client's property, encompassing but not limited to sidewalks, driveways, and boulevards, resulting from snow removal activities.
- **3.** Use of Salt: The Company is not responsible for providing salt or any damage that may arise from the use of salt during snow removal operations.
- **4. Snowfall Threshold:** The Company will undertake snow removal services when there is an accumulation of 3inches or more of snowfall.
- **5. Service Timing:** The Company endeavours to adhere to a 12-hour timeframe for all services; however, the unpredictable nature of winter weather precludes any guarantee of specific timing for snow removal.
- **6.** Additional Snow Removal Requests: All snow windrows will be cleared during our designated routes and repeat visits. Any additional snow removal requests beyond this will be subject to availability and may incur additional charges.
- **7. No Refunds for Lack of Snow:** In the event of a snowless season or snowfall less than 3 inches, payments made for our seasonal package will not be subject to refunds.
- **8. Response Time During Severe Weather:** While the Company aspires to provide 24/7 service, clients acknowledge the possibility of response time delays during adverse weather conditions, such as winter storms.
- **9. Client Responsibility:** Clients are responsible for clearing all items, including vehicles and other obstructions, from driveways and areas designated for clearing before the Company's scheduled arrival. The Company reserves the right to reschedule services if obstructions are not addressed to its satisfaction.
- **10. Contract Cancellation:** The Company retains the discretion to cancel a contract and provide a prorated refund to seasonal clients.

- 11. Right to Revise Pricing: The Company reserves the right to revise quoted estimates provided on the website or offer a prorated refund. This applies particularly if discrepancies exist between the information provided to generate the quote and the Company's assessment of the property upon arrival.
- **12. Privacy Policy:** The Company collects and processes personal information in accordance with our Privacy Policy. By accepting these terms and conditions, you acknowledge and agree to our Privacy Policy, which can be accessed on our website.
- **13. Service Interruptions:** The Company reserves the right to interrupt or suspend services temporarily, without notice, for maintenance, repairs, or other operational reasons. We will make reasonable efforts to minimize service interruptions.
- **14. Termination of Service:** The Company reserves the right to terminate services for any client who violates these terms and conditions or engages in abusive or disruptive behaviour towards our staff or contractors.
- **15. Indemnification:** Clients agree to indemnify and hold harmless the Company, its employees, contractors, and agents from any claims, damages, or liabilities arising from the use of our services.
- **16. Force Majeure:** The Company shall not be liable for any delay or failure to perform its obligations under this agreement due to unforeseen circumstances or events beyond its control, including but not limited to acts of nature, natural disasters, strikes, and government actions.
- 17. Right to Change Pricing: The Company reserves the right to change pricing for its services, and clients will be notified of any changes in advance. Changes in pricing will not affect current contracts for the duration of the contracted period, but will apply to new contracts or renewals.
- **18. Governing Law:** This agreement, inclusive of the Terms and Conditions and Privacy Policy, is governed by and shall be construed in accordance with the laws of the province of Ontario, Canada. Any disputes arising under this agreement shall be subject to the exclusive jurisdiction of the courts in Ontario.
- 19. Waiver of Legal Action: Clients agree that they will not initiate or pursue any legal action, including but not limited to lawsuits, claims, or disputes, against Mr. Snow Removal or its owners, officers, contractors, or agents, arising from or related to the services provided under this Agreement. Any concerns or disputes shall be resolved in accordance with the dispute resolution mechanisms outlined in this Agreement.
- **20. Entire Agreement:** This Agreement, inclusive of the Terms and Conditions and Privacy Policy, constitutes the entire agreement between the Company and the client, superseding all prior agreements, whether oral or written.

21. Severability: In the event that any provision of this Agreement, inclusive of the Terms and Conditions and Privacy Policy, is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

By accepting our services, you affirm that you have read, comprehended, and accepted all the Terms and Conditions and the Privacy Policy set forth in this Agreement, including any future updates or changes.

For inquiries regarding this Agreement, please contact us at: 416-420-8000 Mr. Snow Removal