

## Terms of Service Effective Date: Feb 2nd, 2021

Please read these terms of service ("terms", "terms of service") carefully before using [drainbarber.github.io](https://drainbarber.github.io) (the "service") operated by **Drain Barber** ("us", "we", "our").

### Conditions of Use

We will provide the service to you, which are subject to the conditions stated below in this document. Every time you visit this website, use the services, or make a purchase, you accept the following conditions. This is why we urge you to read them carefully.

### Privacy Policy

Before you continue using our website, we advise you to read our privacy policy <https://drainbarber.github.io/privacy-policy> regarding our user data collection. It will help you better understand our practices.

### Term and Termination

These Terms of Use shall remain in full force and effect while you use the Site. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site and the marketplace offerings (including blocking certain ip addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We may terminate your use or participation in the site and the marketplace offerings or delete any content or information that you posted at any time, without warning, in our sole discretion. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party

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### Communications

The entire communication with us is electronic. Every time you send us an email or visit our website, you are going to be communicating with us. You hereby consent to receive communications from us. If you subscribe to the news on our website, you are going to receive regular emails from us. We will continue to communicate with you by posting news and notices on our website and by sending you emails. You also agree that all notices, disclosures, agreements, and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

### Purchases and Payment

You agree to provide current, complete, and accurate purchase and account information for all purchases of the Marketplace Offerings made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Canadian Dollars. You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order.

### Applicable Law

By visiting this website, you agree that the laws of Canada, without regard to principles of conflict laws, will govern these terms of service, or any dispute of any sort that might come between **Drain Barber** and you, or its business partners and associates.

### Disputes

Any dispute related in any way to your visit to this website or to products you purchase from us shall be arbitrated by state or federal court of Canada and you consent to exclusive jurisdiction and venue of such courts.

### License and Site Access

We grant you a limited license to access and make personal use of this website. You are not allowed to download or modify it. This may be done only with written consent from us.

### Limitation of Liability

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site or the marketplace offerings, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will always be limited to the amount paid, if any, by you to us. Certain us state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

### Miscellaneous

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Marketplace Offerings constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time.

### Contact Us

In order to resolve a complaint regarding the Site or the Marketplace Offerings or to receive further information regarding use of the Site or the Marketplace Offerings, please contact us at:

**1 Richmond St, London, Ontario, Canada**