

Pro-Scrub2.1 and www.pro-scrub.com

Terms & Conditions

Posted: 2017-06-15

Replaces: 2017-01-01

Hygiene Performance Solutions Inc. (dba: HPS) (“The Company”) is under agreement as the exclusive Master Distributor for ProScrub2.1 in Canada. Hygiene Performance Solutions Inc, a Mississauga, Ontario, Canada company, which markets Pro-Scrub2.1 and operates www.pro-scrub.com.

SHIPPING:

If www.pro-scrub.com has your product(s) in stock, we will email you a shipping notice confirming that the items have shipped and are en-route to you; that notice is our acceptance of your order. In-stock orders (excluding scheduled delivery items) normally ship within 5-business days of placing your order. The delivery date of the order will depend on the location and method of shipment selected. Typically, in Canada, all orders are received within 1-business days of being shipped.

Out-of-stock orders will ship once the item is back in stock. We will send you the shipping notice once the item is back in stock and has been shipped. How soon you receive the product(s) depends on the method of shipment selected.

You may contact us at: info@pro-scrub.com

If you choose to ship an order to a third party, you represent and warrant that you have obtained all necessary consents from the third party to permit The Company to collect, use, and disclose the third party’s personal information for the purposes of fraud prevention and processing and shipping the order.

PRICING:

Published pricing is quoted in Canadian Dollars, and is subject to applicable taxation in the customer’s home province. We reserve the right to limit quantities available for sale or sold. For multi-unit pricing or distributor inquiries, please contact Hygiene Performance Solutions at 1-905-361-8749, or info@pro-scrub.com.

We reserve the right at any time to reject, correct, cancel or terminate any order for any reason whatsoever. If the price of any product you order was incorrectly displayed on our Website, we will notify you about the correct price, and provide you with an opportunity to amend or cancel your order without penalty.

Advertisements on our website are invitations to you to make offers to purchase products and services on the Website and are not offers to sell. Your properly completed and delivered online order form constitutes your offer to purchase the products or services referenced in your order. Your order will be deemed to be accepted only if and when we send a shipping notice email to your email address. That shipping notice email constitutes our acceptance of your order and forms a legally binding contract with The Company.

The Company accepts various payment forms, including: Visa or Master Card. Direct invoice via purchase order, must be preauthorized, and will be subject to credit review. The Company reserve the right to approve or reject requests of direct invoice, at its discretion.

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The total price of your order will be charged to your credit card or invoice when our shipping notice email has been sent to your email address. If you wish to cancel an order, you may request a cancellation by logging into your account and cancelling your order or by calling 1-905-361-8749. However, we may not receive and process your cancellation request before we accept and ship your order, in which case your cancellation request may not be effective.

The Company relies on the information you provide through the website, including registration information (name and email address), payment information (credit card numbers and expiration dates), and transaction-related information, which must be true, accurate, current and complete. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, we or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration and payment information.

For some markets and territories, we have negotiated restricted territories market access for our distribution partnership. Distributor pricing may differ from the standard pricing available via www.pro-scrub.com. To the best of our ability, we will publish any market restrictions, and will monitor inbound offers to purchase. When a customer is looking to buy in a restricted market or territory, we will redirect the offer to our distributor partner.

RETURNS & EXCHANGE:

After receiving the product, if the customer changes their mind about their purchase decision, The Company will accept a general return for new, un-used products (only) and a restocking fee of 25% of the purchase price will apply. Return shipping will be the customer's responsibility. If the product is purchased through distribution, the distributors return policy will apply.

Customers should inspect orders immediately upon receipt. Any claims for shipping damage, must be initiated via email at info@pro-scrub.com or 1-905-361-8749, within 24--hours of receipt of product. A shipping damage claim can apply to new, un-used, product only.

The manufacture provides for a 1-year warranty on damage cause by manufacturers defect. The date of purchase shall constitute the start of the warranty period. Warranty claims can be initiated via email @ info@pro-scrub.com or 1-905-361-8749. The Company reserves the right to repair or replace defective equipment at its sole discretion.

Do not initiate return of any product until provided with a return approval. The Company will not receive non authorized returns from the shipping provider. The Company will provide a return shipping tracking number for authorized returns.

PRIVACY:

We know how important it is to protect your personal information and want to make every customer experience safe and secure. In keeping with that goal, we have developed this Privacy Policy to explain our practices for the collection, use, and disclosure of your personal information.

This Policy applies to our website, and all other Distribution Channels in which The Company collects and uses your personal information.

We collect three types of information: customer information, order-history information, web search information. The types of information we collect depend on the nature of your interaction with us.

Customer Information

Customer information is information that can identify an individual or information about an identifiable individual.

- Contact information - e.g., name, postal address, telephone number, and email address.
- Credit or debit card numbers, banking, or credit applications, are deemed confidential and will not be disclosed to any party without your expressed written consent.

Order History Information

- Your order history – e.g., your purchase SKU information, quantities, shipping and delivery dates, returns and claims, amount paid and method of payment.

Web Search Information

- Non-personal data when you visit our websites, such as the type of browser you are using or the referring URL, or your search behaviour on www.pro-scrub.com.

We may collect and summarize customer information in a non-personal, aggregate format for statistical and research purposes. We may share non-confidential information with our manufacturer partner.

All references to "websites" in this Privacy Policy mean www.pro-scrub.com, or other The Company provided websites. Distributor websites are not bound by this privacy policy.

You may choose not to provide us with your customer information. However, if you make this choice we may not be able to provide you with the product, service, or information that you requested.

When using our websites, we may collect the Internet Protocol (IP) address of your computer, the IP address of your Internet Service Provider, the date and time you access our websites, the Internet address of the website from which you linked directly to our website, the operating system you are using, the sections of the website you visit, the website pages read and images viewed, and the content you download from the website. This information is used for website and system administration purposes and to improve the website.

Cookies

The website uses "cookies", a technology that installs a small amount of information on a website user's computer to permit the website to recognize future visits using that computer. Cookies enhance the convenience and use of the website. For example, the information provided through cookies is used to recognize you as a previous user of the website (so you do not have to enter your language preference every time), to offer personalized web page content and information for your use, to track your activity at the website, to respond to your needs, and to otherwise facilitate your website experience. You may choose to decline cookies if your browser permits, but doing so may affect your use of the website and your ability to access certain features of the website or engage in transactions through the website.

Website Tracking Information

We may use web beacons or pixel tags to compile tracking information reports regarding website user demographics, website traffic patterns, and website purchases. We may then provide these reports to advertisers and others. None of the tracking information in these reports can be connected to the identities or other personal information of individual users. For our own research purposes we may link tracking information with personal information voluntarily provided by website users. Once such a link is made, all of the linked information is treated as personal information and will be used and disclosed only in accordance with this Privacy Policy.

Links to Other Websites

Our website may contain links to other websites or Internet resources which are provided solely for your convenience and information. When you click on one of those links you are contacting another Web site or Internet resource. The Company has no responsibility or liability for, or control over, those other Web sites or Internet resources or their collection, use and disclosure of your personal information. We encourage you to read the privacy policies of those other Web sites to learn how they collect and use your personal information.

Supplementing Information

From time to time we may supplement information you give us with information from other sources, such as information validating your address or other available information you have provided us. This is to help us maintain the accuracy of the information we collect and to help us provide better service.

Purchase Follow-Up and Surveys

Following a purchase, we may send you a follow-up letter to thank you for your business, or we may contact you to ensure that you are completely satisfied with the delivery, setup, or installation of your new product.

We may use contact information collected online, or via our distributor partners to conduct occasional surveys and other customer research. These surveys are entirely voluntary and you may easily decline to participate.

Web Browsing

Our websites can be browsed anonymously. We use your browsing history and personal information to display interest-based advertising that is relevant to you. We place interest-based advertisements on our website as well as other third-party sites. The browsing history we use is collected by us and by third parties on our website. We may also share your anonymous browsing history from our website with third parties to provide relevant ads. They may combine this information with assumptions based on the other websites you have visited in order to tailor ads to you.

To engage in certain special features or functions of our website, or to order products and services from our website, you may be asked to provide certain personal information, such as your name, email address, postal address, telephone number, or credit card information. We use this information to create your account, contact and correspond with you about your order, respond to your inquiries, and monitor functions of our website that you choose to use.

Sign-Up for Newsletters or Updates

The Company offers a variety of newsletters and promotional communications. You may choose to stop receiving these communications at any time. Each marketing or promotional email we send to you will include a link or other method to quickly and easily unsubscribe and decline further similar emails. You may also use the unsubscribe link included below under the heading "Unsubscribe". Our subscriber list is never sold or rented to other parties.

Participate in a Contest or Promotion

From time to time, we may run contests or promotions. If you participate, you may be asked for contact information as well as additional optional survey information (for example, product preferences). Personal information from contest entries will be used only to administer the contest and contact you if you win. For research and analysis purposes, we may also summarize contest survey information in a manner that no longer identifies individual participants. All contests and promotions are subject to this Privacy Policy and the rules that will be available with each particular campaign. Some contests are conducted by third parties and will be subject to the third party's policies.

How We Share Your Information

The Company does not sell or rent our customers' personal information to any other party. However, in the normal course of business we may share some of your personal information within our corporate family and with third parties acting on our behalf or as permitted or required by law.

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Some of these operations may result in personal information collected by The Company being stored or processed outside of Canada and, as a result, your personal information may be accessible to law enforcement and regulatory authorities in accordance with the law of these foreign jurisdictions.

Service Providers

The Company may use third parties to manage one or more aspects of our business operations, including the processing or handing of order fulfillment and shipping. When we do use an outside company, we use contractual or other appropriate means to ensure that your personal information is used in a manner that is consistent with this Privacy Policy.

For example, we may share customer and order history information with third parties to perform services on our behalf such as: fulfilling online orders, processing non-cash payments, sending marketing communications, servicing products, conducting research surveys, verifying and validating information that you have provided to us, delivering products, and providing customer support services.

The Company and our commerce partner Shopify, have taken precautions to prevent the fraudulent use of your information on our website. The Company has adopted industry standard authentication procedures to ensure your protection while shopping with us online. This includes, but is not limited to, contacting financial institutions or credit reporting agencies to ensure the authenticity of your credit card and to validate your credit card billing information.

Product Safety Recalls

In the event we receive notice from a manufacturer of a product safety recall, we may provide your contact information, limited to name, address, and telephone number, to the manufacturer so that they may notify you of the recall and supply details of any replacement or repair programs. This transfer of your contact information will occur only for recalls that may impact your personal safety or impair the functionality of the product you purchased from us.

Sale or Transfer of all or part of The Company

Any information we have about you may be transferred or disclosed to a purchaser or prospective purchaser in the event of a sale, assignment, or other transfer of all or a portion of our business or assets. Should such a transfer occur, we will use reasonable efforts to try to ensure that the transferee uses your information in a manner that is consistent with this Privacy Policy.

Legal Disclosure

The Company may disclose your information as permitted or required by law. For example, we may be compelled to release information by a court of law or other person or entity with jurisdiction to compel production of such information. If we have reasonable grounds to believe information could be useful in the investigation of improper or unlawful activity, we may disclose information to law enforcement agencies or other appropriate investigative bodies.

How we protect your information

The security of your personal information is a high priority for The Company. We and our commerce provider Shopify maintain appropriate safeguards and current security standards to protect your personal information, whether recorded on paper or captured electronically, against unauthorized access, disclosure, or misuse. For example, electronic records are stored in secure, limited-access servers; we employ technological tools like firewalls and passwords; and we ensure our employees are trained on the importance of maintaining the security and confidentiality of personal information.

ACCEPTANCE OF THIS AGREEMENT

This is an Agreement between you and all persons you represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity) and The Company regarding your access to and use of www.pro-scrub.com website and all content, information, products and services available on or through the website (collectively, the "website").

Each time you place an order on the website you must signify your acceptance and Agreement, and the acceptance and Agreement of any person you purport to represent, to be bound by this Agreement as it then reads, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement on behalf of the person you purport to represent, you may not access or use the website. The website is for convenience and informational purposes only and is not intended to convey advice or recommendations, or an offer to sell any product or service.

This Agreement is in addition to any other agreement you may have with The Company, including a transaction agreement.

Permission to Use the Website

You may use the website only if you are a resident of Canada or the United States, have reached the age of majority where you live and you can form legally binding contracts under applicable law. You may not use the website if you live in a jurisdiction where access to or use of the website or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your use of the website is lawful, and you must comply with all applicable laws. The Company reserves the right to request proof of identification. The Company ships products only to addresses in Canada and the USA only.

Changes to this Agreement

The Company may, in its sole discretion, change this Agreement from time to time as it relates to future use of the website, by posting a revised Agreement on the website. By using the website after this revised Agreement has been posted, you signify your acceptance and Agreement to be bound by the revised Agreement. You may not change this Agreement in any manner.

Ownership and Permitted Use of the Website

The website (including all content, page headers, custom graphics, button icons, and scripts and the presentation, arrangement, coordination, enhancement and selection of such and other information in text, graphical, video and audio forms, images, icons, software, designs, applications, data, and other elements available on or through the website) is the property of The Company and Bissell Commercial, and is protected by Canadian and international copyright, trademark and other laws. Your use of the website does not transfer to you any ownership or other rights in the website or its content. The website is made available to you for your lawful, personal or distributor use only. You may use the website only in the manner described expressly in this Agreement or subsequent written binding distributor agreement, and subject to all applicable laws. Using the website for any other purpose or in any other manner is strictly prohibited.

You may print website pages provided that you do not modify any of the pages and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers. The website and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of The Company. You may not sell or resell any part of the website or access to the website. You may not use any of the software that is used in the operation or provision of the website except while you are using the website in accordance with this Agreement.

Trade-Mark Information

Bissell Big Green Commercial® and the BBGC logo appearing on or in connection with the website (the "Marks") are registered or unregistered trademarks, service marks, tradenames and logos owned or licensed by Bissell Commercial or their respective owners or licensees. The use of the Marks on this website is authorized under written Agreement.

Any use of the Marks, product images or information, except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the website or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of the Marks.

No Linking, Framing, Mirroring, Scraping, Data-Mining or Postings

Links to the website without the express written permission of The Company are strictly prohibited. To request permission to link to the website, please send an email to info@pro-scrub.com. The Company may in its discretion cancel and revoke any permission it may give to link to the website at any time and without any notice or liability. The framing, mirroring, scraping or data-mining of the website or any of its content in any form and by any means is strictly prohibited. You may not use any collaborative browsing or display technologies in connection with your use of the website or to post comments, communications, or any other data of any kind to or on the website with the intention that such postings may be viewed by other users of the website.

Login Names and Passwords

Certain areas and features of the website are accessible only to users who have been issued a login name and password (collectively "Codes") by The Company. For the purposes of accessing the website, the Codes remain the property of The Company and may be cancelled or suspended at any time by The Company at its discretion without any notice or liability to you or any other person.

The Company is not under any obligation to verify the actual identity or authority of any person using Codes to access and use the website. The Company may act upon any communication that is given with the use of Codes. The Company may in its discretion at any time require proof of the identity of any person seeking to access and use the website, and may deny access to and use of the Website or parts of it or refuse to accept or act upon any communication if The Company is not satisfied with such proof.

If you have been issued Codes: (a) you are fully responsible and liable for the security of the Codes and any and all use and misuse of the Codes; (b) you will keep the Codes secure and confidential at all times and not disclose the Codes to any other person or permit any other person to use the Codes; (c) you will ensure that all uses of the Codes comply with this Agreement; (d) once you have logged-on to the website using the Codes, you will not leave the computer device used to access the website unless and until you have terminated the session and logged-off the website; and (e) you will immediately notify The Company by telephone 1-905-361-8749 or email to: info@pro-scrub.com if you know or suspect that any Codes have been lost or stolen or become known to or used by any other person.

Disclaimers, Liability Exclusions/Limitations and Indemnity

Disclaimers

Your access to and use of the website is at your own risk. The website is provided on an "as is" and "as available" basis, without any representations, warranties or conditions of any kind, whether express or implied, and including without limitation implied representations, warranties or conditions of or relating to accuracy, accessibility, fitness for a particular purpose, merchantability, performance or durability, all of which are disclaimed by The Company to the fullest extent permitted by law.

The following clause is inapplicable in Quebec:

Liability Exclusions

The Company and its providers will never be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to the website or this Agreement including but not limited to loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by The Company or any person for whom The Company is

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responsible, and even if The Company has been advised of the possibility of such loss or damage being incurred.

Acknowledgement and Exclusion by Statute in Certain Jurisdictions

The exclusion of certain warranties and the limitation of certain liabilities is prohibited in some jurisdictions. These statutory prohibitions may apply to you.

Personal Information Privacy

The Company collects, uses and discloses personal information in accordance with its Privacy Policy which may be changed from time to time by The Company in its discretion without any notice or liability to you or any other person by making an amended Privacy Policy accessible through the website. By accepting this Agreement, and each time you use the website, you consent to the collection, use and disclosure of your personal information by The Company in accordance with the Privacy Policy as it then reads.

Other Businesses/Sites/Resources

Parties other than The Company, such as The Company authorized resellers, agents and distributors, ("Other Businesses") operate stores, provide services, or sell products through their website. In addition, for your convenience, their website may include links or references to other Internet sites or resources and businesses operated by other persons (collectively "Other Sites"). Other Businesses and Other Sites are independent from The Company, and The Company has no responsibility or liability for or control over Other Businesses and Other Sites, their business, goods, services, or content. The Company does not sponsor, endorse or warrant the offerings of Other Businesses or Other Sites or their business, goods, services, or content, unless expressly indicated in writing. Your use of Other Businesses or Other Sites and your dealings with the owners or operators of Other Businesses or Other Sites is at your own risk, and you will not make any claim against The Company arising from, connected with, or relating to your use of Other Businesses or Other Sites or your dealings with the owners or operators of Other Businesses or Other Sites. You should review the privacy policies and other conditions of use of Other Businesses and Other Sites. As between you and The Company, this Agreement, with all necessary modifications, applies to your access and use of any Other Businesses or Other Sites and their business, goods, services and content.

Termination

Notwithstanding any other provision of this Agreement, The Company may in its discretion change, discontinue, modify, restrict, suspend or terminate the Website or any part of it without any notice or liability to you or any other person. The Company may in its discretion and for its convenience at any time immediately terminate, temporarily or permanently, this Agreement or your permission to access and use the Website without any notice or liability to you or any other person.

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If this Agreement or your permission to access or use all or any part of the Website is terminated for any reason, then this Agreement and all other then existing agreements between you and The Company will continue to apply and be binding upon you regarding your prior access to and use of the Website, and anything connected with, relating to or arising therefrom.

Governing Law and Dispute Resolution

This Agreement, your access to and use of the Website, and all related matters are governed solely by the laws of Ontario, Canada and applicable federal laws of Canada (and in the case of use of the Website in Quebec by residents of Quebec, by the laws of Quebec and the applicable federal laws of Canada). Any dispute between you and The Company or any other person arising from, connected with or relating to the Website, this Agreement, or any related matters (collectively "Disputes") will be resolved before the Courts of Ontario, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes.

Other Matters

If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect. This Agreement ensures to the benefit of and is binding upon The Company and its successors, assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns and personal representatives. You may not assign this Agreement or the rights and obligations under this Agreement. The Company may assign this Agreement and its rights and obligations under this Agreement without your consent. No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under this Agreement will be: (a) deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party; or (b) effective unless in writing and signed by all parties.

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language.

Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y.

Any rights not expressly granted by this Agreement are reserved to The Company.

You may contact The Company by telephone, email, or postal mail:

Hygiene Performance Solutions
5800 Ambler Drive, Suite 210
Mississauga, Ontario, Canada
L4W 4J4
1-905-361-8749
email: info@hygienep performancesolutions.com