

*The Terms & conditions were last updated on January 12, 2022*

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# **1. Introduction**

These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

## **2. Binding**

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can also ask you to explicitly agree.

## **3. Intellectual property**

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

### **3.1 All the rights are reserved**

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

## **4. Newsletter**

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our website.

## **5. Third-party property**

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us. We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these

websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

## **6. Responsible use**

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website. Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

## **7. Registration**

You may register for an account with our website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secured access to our website or services with any other person. You must not allow any other person to use your account to access the website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us immediately if you become aware of any disclosure of your password. After account termination, you will not attempt to register a new account without our permission.

## **8. Idea submission**

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

## **9. Termination of use**

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on

our website.

## **10. Warranties and liability**

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our products or services will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any product or service purchased or obtained by you through this website will meet your expectations.

Nothing on this website constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional. The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website. Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

## **11. Privacy**

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date. We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services. We have developed a policy to address any privacy concerns you may have. For more information, please see our [Privacy Statement](#) and our [Cookie Policy](#).

## **12. Export restrictions / Legal compliance**

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in

violation of export laws and regulations of Canada.

## **13. Assignment**

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

## **14. Breaches of these Terms and conditions**

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

## **15. Indemnification**

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

## **16. Waiver**

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

## **17. Language**

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

## **18. Entire agreement**

These Terms and Conditions, together with our [privacy statement](#) and [cookie policy](#), constitute the entire agreement between you and Show wash Inc in relation to your use of this website.

## **19. Updating of these Terms and conditions**

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

## **20. Choice of Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of Canada. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of Canada. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

## **21. Contact information**

This website is owned and operated by Show wash Inc. You may contact us regarding these Terms and Conditions through our [contact](#) page.

## **22. Download**

You can also [download](#) our Terms and Conditions as a PDF.

## **Return & Refund Policy**

Thanks for shopping at Shoewash Supreme Online store.

If you are not entirely satisfied with your purchase, we're here to help.

### **1. Returns**

You have 14 calendar days to return an item from the online store, not Shoewash services, from the date you received it. To be eligible for a return, your item must be unused and in the same condition that you received it.

Your item must be in the original packaging.

Your item needs to have the receipt or proof of purchase.

## **2. Re-Shipping:**

If the goods arrived with bad condition (broken, de-shaped) which causes dis-functionality, customer to inform us within 24 hours of receipt, together with proof of damage (photos) to [info@shoewash.ca](mailto:info@shoewash.ca). We will arrange re-shipping to replace faulty products.

## **3. Refunds**

Once we receive your item, we will inspect it and notify you that we have received your returned item. We will immediately notify you on the status of your refund after inspecting the item.

If your return is approved, we will initiate a refund to your credit/debit card (or original method of payment).

You will receive the credit within usually 5-7 business days, depending on your card issuer's policies.

## **4. Return Shipping Fee**

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable.

If you receive a refund, the cost of return shipping will be deducted from your refund - if it was to covered by us.

## **5. Contact Us**

If you have any questions on how to return your item to us, contact us at [info@shoewash.ca](mailto:info@shoewash.ca)

## **Property Damage Release**

**THIS PROPERTY DAMAGE RELEASE** (this "Agreement") is dated the same day as the invoice - for the shoe service in discussion (ie. Invoice states 01/23/2022, then the release

agreement commences 01/23/2022).

BETWEEN:

Supreme Shoewash Inc. of Coquitlam, BC

(the "Releasor")

OF THE FIRST PART

AND

Owner/agent of the shoes sent off to service.

(the "Releasee")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

### **Consideration**

1. In consideration of the sum of \$0.01+CAD, paid by cash/debit/credit, the receipt and sufficiency of which consideration is acknowledged, the Releasor releases and forever discharges the Releasee the Releasee's spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any damage or loss to property as described below.



## **Details of Incident**

1. Damage being waived/released: Any potential damage to the shoes submitted for cleaning and/or restoration. The damage being waived/released: Any damage caused by the cleaning & restore process.

## **Concurrent Release**

1. The Releasor acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Releasor, and with the intention of binding its owners, directors, officers, employees, agents, assigns, legal representatives, and successors.

## **Full and Final Settlement**

1. The Releasor further understands and acknowledges that the Releasor may have suffered injuries or complications unknown at the present, that the settlement amount was determined taking into consideration this possibility, and that the Releasor is releasing these unknown claims.
1. For the above noted consideration, the parties to this Agreement further agree not to make claim or take proceedings against any other person or corporation which might claim contribution or indemnity under the provisions

of any statute or otherwise.

1. It is declared that the terms of this settlement are fully understood; that the amount or type of consideration stated is the sole consideration for this Agreement and that the sum is accepted voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims for injuries, losses and damages resulting or which may result from the above described property damage.
1. This Agreement contains the entire agreement between the parties to this settlement and the terms of this Agreement are contractual and not a mere recital.

### **No Admission of Liability**

1. It is agreed that the payment is not deemed to be an admission of liability on the part of the Releasee

### **Governing Law**

1. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

**WHEREOF** the Releasor and Releasee have duly affixed their terms on the day the transaction is complete for the service of any shoes.