

Universal Terms of Use



1. Acceptance of Terms

Please read these Universal Terms of Use ("TOU") carefully as they govern your access and use of this website ("Site") and the products and services provided herein ("Products" and/or "Services"). These TOU are in addition to (not in lieu of) any specific terms and policies that apply to the Products or Services you purchase or access through the Site, which terms and policies are incorporated herein by reference. The TOU and specific terms and policies referenced herein are collectively the "Agreement". As used herein, "Pattenden Web Development Canada", "we", "us", "our" or "ours" refers to Pattenden Web Development Canada Small Business Sales, and its affiliates. "Customer", "Account Holder", "you", "your" or "yours" refers to the customer accessing this Site and purchasing and using the Products or Services together with any company or other business entity you are representing, if any.

We reserve the right to make changes to the Site, the Products or Services and these TOU at any time without prior notice to you. You should therefore review these TOU each time you access this Site to keep apprised of these changes. ***If you do not agree to the changes implemented by Pattenden Web Development Canada your sole and exclusive remedy is to terminate your relationship with us as a customer of the Products or Services. Unless explicitly stated otherwise, any new features or products that change, augment or enhance Pattenden Web Development Canada's Products or Services offerings will be subject to this Agreement.***

2. Use of the Site

Monitoring. Pattenden Web Development Canada randomly monitors telephone calls, chat and forum postings in order to enhance the professionalism of its staff.

You are granted permission to access and use this Site and its Content (as defined below) for the sole purpose of preparing, evaluating, and purchasing Pattenden Web Development Canada's Products and Services through the Site. No other download, retention, use, publication, or distribution of any portion of the Content is allowed.

Pattenden Web Development Canada assumes no liability or responsibility for any inaccuracies, errors or omissions in any Content. Pattenden Web Development Canada also assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing on the Site or your downloading any materials data text or images from the Site. You agree to use this Site and our Products and Services in a responsible manner that is in compliance with these TOU and your local laws and regulations, including export and import regulations. You agree that you will not use the Site or any of our Products of Services to produce products that are offensive, unlawful, harassing, libelous, threatening, harmful, obscene, malicious or otherwise objectionable or in breach of this Agreement.

We reserve the right to terminate Your Account and suspend service to you for violations of this section.

By accessing, using and placing orders on the Site, using any of our Products or Services and/or electronically accepting any of our Agreements, you represent and warrant that you are at least 18 years of age and/or are otherwise recognized as being able to form legally binding contracts under applicable law, If you are agreeing to these TOU or any of our other Service Agreements on behalf of a corporate entity, you represent and warrant that you have the legal authority to similarly bind such corporate entity. By accessing, using and placing orders on the Site, you warrant that you have all necessary permission, right and authority to do so and you authorize Pattenden Web Development Canada to produce the Products you order. You also agree to be bound by these TOU, our [Privacy Policy](#) and to any additional related policies, guidelines, restrictions or rules that may be posted from time to time.

All such additional posted guidelines, restrictions, or rules are incorporated herein by reference. Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary, except as required by law and our [Privacy Policy](#). Anything you transmit or post may be used by us or our affiliates for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, we are free to use, without limitation or restriction, any ideas, concepts, know-how or techniques contained in any communication you send to or through the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing Products and Services using such information.

3. Your Account, Password and Security

In order to transact a purchase on the Site you must first complete our registration process where you will provide us with your billing and contact information (“Your Account”).

You agree to provide and maintain accurate, current and complete Your Account information about you, and any entity on whose behalf you order Products or Services. You are responsible for maintaining the confidentiality of Your Account and are responsible for all activities that occur and orders that are placed under Your Account. You will immediately notify us of any unauthorized use of Your Account or any other breach of security, and ensure that you exit from Your Account at the end of each session. We may suspend or terminate Your Account upon notice to you in the event that we reasonably determine that Your Account has been involved in a violation of this Agreement. You will cooperate with us with respect to investigations by us of any suspected or alleged violation of this Agreement and any action undertaken by us to enforce this Agreement. You will be liable for the losses incurred by us or others due to any unauthorized use of Your Account. Pattenden Web Development Canada will not be liable for any loss or damage arising from your failure to comply with this section.

4. Notice

We may provide communications and notices to you by means of a general notice on the Site or by email to the address on record in Your Account or by written communication sent by first class mail or prepaid post to your address on record. Such notice shall be deemed effective within forty-eight (48) hours of transmission by mail or within twelve (12) hours of transmission by email or by notice on the Site. You may withdraw your consent to receive electronic communications however doing so may also require that you discontinue your use of the Services.

You may provide notice to us by sending an e-mail to services@pattendenwebdevelopmentcanada.net or by sending a written notice by first class mail or prepaid post to: Attention: Customer Service, Pattenden Web Development Canada, # 3 - 1377 Martindale, Street. Windsor, ON N9B 1G3. Such notice shall be deemed effective when received by us.

5. Third Party Information and Links to Other Websites

The Site and/or the Products or Services may contain products, services, content, information and links to and from third party providers (such as advertisers and affiliates) and their websites ("Third Party Information"). You may be subject to additional and/or different terms, conditions, and privacy policies when using or accessing Third Party Information. Pattenden Web Development Canada is not responsible for, disclaims all liability for and makes no representations or warranties for Third Party Information. Although we do not have an obligation to do so, we reserve the right to pre-screen Third Party Information.

6. Intellectual Property

You should assume that everything you see or read on the Site is copyrighted unless otherwise noted and may not be used except as provided herein without our prior written permission. Except as noted otherwise in the text of the Site, the trademarks, logos, service marks, text, images and all other copyrightable materials displayed on the Site and available for use with the Products or Services constitute intellectual property owned by Pattenden Web Development Canada or which Pattenden Web Development Canada has the right to use on the Site (the "Content"). Nothing herein grants you any license or right, by implication, estoppel or otherwise, to use any Content without our prior written permission. Unauthorized use of the Content or any other content on the Site is strictly prohibited. You acknowledge that Content is being provided merely as a convenience and accommodation to you on an "AS IS" basis without warranty of any kind.

6(a). Terms Applicable to Digital Content

Some of our Products may contain, and some of our Services may provide you with, images, photographs, templates, animations, video, audio, music, text, supplemental software, "applets," and "online" or electronic documentation (together called the "Digital Content"). You may use, modify and publish the Digital Content in accordance with these terms. The copyright and all other intellectual property rights to the Digital Content shall remain with us or our licensors and you acknowledge that Digital Content may be used by other Pattenden Web Development Canada customers. If we notify you that certain components of the Digital Content may no longer be used (for whatever reason), then such components cannot be used as part of a web site design or template layout, nor can they be used in any other larger work.

If you receive such notification, you agree to cease using and destroy all copies of those components of the Digital Content identified by us in your possession or control.

Permitted Uses. During the Term, you may incorporate Digital Content into your own original work and publish your work in a web site provided that the Digital Content is not able to be downloaded or saved by others.

Unauthorized Uses. You may not:

- a. Use the Digital Content in web page design where the Digital Content is in a format designed or intended for storage or re-use by others;
- b. Use or permit the use of the Digital Content or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Digital Content or any part thereof;
- c. Use the Digital Content with images of identifiable individuals, products or entities in a manner that suggests their association with or endorsement of any Product or Service;
- d. Create scandalous, obscene, defamatory or immoral works using the Digital Content, nor use the Digital Content for any other purpose which is prohibited by law;
- e. Translate, reverse engineer, decompile, or disassemble the Digital Content or any Services;
- f. Rent, lease, assign, transfer or redistribute the Digital Content or a copy thereof, to another person or legal entity; or
- g. Use the Digital Content in a manner that violates this Agreement.

7. Notice Specific to Documents Available on this Site

You are granted permission to use documents provided on the Site such as white papers, data sheets and FAQs ("Documents") provided that the content contained therein including any copyright notice is not altered or removed. Use of such Documents is for informational and non-commercial or personal use only and shall not be copied or posted on any network computer or broadcast in any media.

8. Materials Provided by You

In connection with your use of the Site and the purchase of Products or Services made available through the Site, you may provide us with text, images, photographs, graphics, sound, video and other information for inclusion ("User Content"). You may also have the ability to view, post, publish, share, store or manage User Content via the Site or the Products or Services. All such comments and postings are public, not private, communications.

You warrant and represent that you have all necessary right to provide User Content and that it does not violate the intellectual property rights or any other rights of any third party.

You grant us a worldwide, royalty-free and non-exclusive license (including moral rights) to use, distribute, reproduce, modify, adapt, publicly perform and publicly display User Content in order to provide Products and Services to you or in connection with your use of our websites and Services. Although we are not obligated to pre-screen User Content, we reserve the right to do so or to refuse or remove any of User Content that, in our sole discretion, violates these TOU, our Acceptable Use Policy or is otherwise objectionable in our sole discretion. You agree to back-up all of your User Content so that you can access and use it when needed. Pattenden Web Development Canada does not warrant that it backs-up User Content, and you agree to accept as a risk the loss of any and all of your User Content. You agree to indemnify and hold Pattenden Web Development Canada and its subsidiaries and affiliates and its and their officers, directors, employees, partners and agents, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of our use of User Content.

9. Purchases of Products and/or Services; Transfer of Title

Prices are F.O.B. shipping point. This means that the risk of loss and title for Products you order from us pass to you upon our delivery to the carrier. For any Product or Service that is to be provided to you in an electronic format, delivery shall be deemed to have occurred either (a) at the time we transmit the Product via email or other electronic communication addressed to you, or (b) at the time we transmit a notification to you that the Product is available for downloading from the Site. Provincial or State sales tax will be added to your order where applicable.

10. Fees and Payments

You agree to pay any and all fees and payments due for Products or Services purchased at this Site at the time they are ordered. All fees and payments due are in C.A.D. dollars and are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term.

Unless otherwise stated, you may pay for Products and Services by providing a valid credit card or ACH if available. You acknowledge and agree that it is your sole responsibility to modify and maintain Your Account settings, including but not limited to (i) setting your renewal options and (ii) ensuring that your credit card or ACH information is current and valid. Failure to do so may result in the interruption or loss of Services. Pattenden Web Development Canada will not be liable to you or any third party regarding Services loss or interruptions. You must notify us of any billing problems or discrepancies within fifteen (15) days after they first appear on your credit card or bank account statement otherwise you waive any right to dispute any such discrepancy.

You acknowledge that Pattenden Web Development Canada may use the services of a third party to automatically update your credit card expiration date. These recurring billing or account updating programs "Billing Programs" are supported by your credit card provider (and are ultimately dependent on your bank's participation).

If you are enrolled in an automatic renewal option and we are unable to successfully charge your existing payment method, your credit card provider (or your bank) may notify us of updates to your credit card number and/or expiration date, or they may automatically charge your new credit card on our behalf without notification to us.

If we are unable to charge your credit card or bank account for the full amount owed for the Products or Services provided or if we incur a chargeback for any fee we previously charged to your credit card, you acknowledge that Pattenden Web Development Canada may pursue all available lawful remedies in order to obtain payment including, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf.

Pattenden Web Development Canada reserves the right to charge you reasonable additional fees for, e.g. (i) service upgrades (one-time non-recurring charge) to be invoiced to you in the following billing cycle, (ii) tasks we may perform for you that are outside the normal scope of our Services, (iii) additional time and/or costs we may incur in providing our Products and Services to you, and/or (iv) your noncompliance with this Agreement as determined by us in our sole discretion. These additional fees will be billed to the credit card or other payment method you have on file with us.

Some of Pattenden Web Development Canada's Services offer an automatic renewal option that will automatically renew your service for a renewal period equal in time to the original service period. For example, if your original service period is for one year, your renewal period will be for one year.

While the details of the automatic renewal option vary from Service to Service, the Services that offer an automatic renewal option treat it as the default setting. Therefore, unless you cancel prior to the automatic renewal, Pattenden Web Development Canada will automatically renew the applicable service when it comes up for renewal and will take payment from the payment method you have on file with us.

Renewal fees will be charged at Pattenden Web Development Canada's then-current rates. Pattenden Web Development Canada expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications will be posted online at this Site or otherwise communicated to you using the information on file with us, and effective immediately without further notice to you. If you have purchased Products or Services for a fixed time period, changes or modifications in prices and fees will be effective when the Product or Service in question comes up for renewal. If you find any pricing change unacceptable, you may cancel your Service subscription(s) and terminate your Customer Account; however, Pattenden Web Development Canada will not be obligated to refund any remaining portion of your pre-paid fees. If a Service is offered with a special promotion price or period offered by us, you agree that all subsequent periods after the initial promotion period, will be billed at the then stated list price for the service.

Late Fees and Penalties. We reserve the right to charge late fees of, e.g. 1% per month (18%, annually) or 6% of the amount due plus \$10 per month for amounts not timely paid. Customer will be responsible for all reasonable expenses (including collection and reasonable attorneys' fees) incurred by us in collecting such amounts.

11. Term and Termination

The term and termination provisions of this Agreement and any applicable Services terms of use vary according to the Services selected by you when ordering and will be presented to you during the Services selection and ordering process. Pattenden Web Development Canada reserves the right in its sole discretion to immediately terminate the Service for reasonable cause, including but limited to: (i) non-payment to us; (ii) failure to meet our credit requirements; (iii) non-compliance with any of the provisions of this Agreement or any Services terms of use; (iv) requests by law enforcement or other government agencies; (v) our ceasing to offer the Service; (vi) our inability to verify or authenticate any information you provide to us; or (vii) our conclusion, in our sole discretion, that your use of or access to the Service may result in liability to us. In the event of default by you, any and all payments required to be made to us by you shall be due and payable immediately. Termination of this Agreement shall not relieve you from any liability, including amounts owing, accrued prior to the time that such termination becomes effective.

12. Trial Offers

Some of our Products and Services are offered on a free or limited trial basis. Unless otherwise stated, limit one free or limited trial offer per person or entity during any one-year period. If you do not cancel your trial subscription during the offer period, we will charge the credit card you provided during the registration process of the applicable monthly subscription fee.

13. Disclaimer of Warranties

The Site and the Products and Services available via the Site are provided by use on an “AS IS” and “AS AVAILABLE” basis. Therefore, you understand that your use of the Site and the Products and Services is at your sole risk. To the fullest extent permissible pursuant to applicable law, Pattenden Web Development Canada and its subsidiaries and affiliates and its and their officers, directors, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Pattenden Web Development Canada and its subsidiaries and affiliates and its and their officers, directors, employees, agents, partners and licensors do not warrant or make any representation regarding any content we provide including its availability, accuracy, spelling or grammar, or that your use or the results of your use of our Products or Services in terms of effectiveness, accuracy or reliability, will produce any guaranteed or stated result, meet your stated requirements or expectations or be provided in an uninterrupted, timely, secure or error-free manner. Pattenden Web Development Canada shall be permitted from time to time to interrupt any Service in order to provide maintenance affecting that Service. We will replace any Pattenden Web Development Canada -manufactured Product found to contain printing errors caused by Pattenden Web Development Canada or to be defective in workmanship or materials. While Pattenden Web Development Canada takes care in the manufacture of such Products, it is commercially impossible to detect all errors and imperfections. Therefore, no other warranty is given, and all affirmations, samples or models made or shown are for illustrative purposes only. Please note that we do not proof orders created by you prior to processing and we cannot be responsible for spelling, punctuation, grammatical or design errors made by you, or for inferior quality of images uploaded by you. Therefore, please preview your selections carefully and correct any mistakes prior to placing your order.

14. Limitation of Liability

Pattenden Web Development Canada is not responsible or liable for the deletion, correction, destruction, damage, loss or failure to store or maintain any of Your Account data or Your Content. Pattenden Web Development Canada and its subsidiaries, affiliates and agents and its and their officers, directors, employees, agents, partners and licensors will not be liable to you for any special, direct (with respect to your use of the Site only) indirect, incidental, consequential, punitive, reliance or exemplary damages, including without limitation losses or liability resulting from (i) loss of data, loss of revenue, anticipated profits, or loss of business opportunity; (ii) the accuracy, completeness or content of the Site, Services or any Third Party Information, (iii) personal injury or property damages; (iv) any unauthorized use of or access to the Site, the Services, any of our servers including, without limitation, any User Content or data including personal and/or financial information stored thereon; (v) any interruption or cessation of Services related to the Site or third party sites; any viruses, worms, bugs or the like which may be transmitted to or from the Site of any third party site ; (vi) any User Content or conduct that violates our Acceptable Use Policy or any other applicable policy; (vii) any loss or damage of any kind resulting from your use of, or inability to use, the Site or the Services made available through the Site or any act or omission by Pattenden Web Development Canada, even if advised of the possibility of such damages. Pattenden Web Development Canada’s liability and your exclusive remedy related to non-performance of any Service shall be: (i) repair, replacement or adjustment of the product or Service, or (ii) where repair, replacement or adjustment is not practicable, an equitable credit not to exceed the charges invoiced to you for the portion of the product or Service which were non-performing.

For any product or Service, we provide to you, the aggregate liability of Pattenden Web Development Canada and its subsidiaries affiliate's and agents and its and their officers, directors, employees, agents, partners and licensors, whether in contract, tort or any other theory, will not exceed an amount greater than the purchase price of the product or Service actually paid to Pattenden Web Development Canada. In provinces where the limitation or exclusion of liability or incidental or consequential damages is not allowed, the above limitations or exclusions may not apply to you. In such cases Pattenden Web Development Canada's aggregate liability will be limited to the fullest extent permitted by applicable law. Any cause of action arising out of or related to the Site or the Services must be commenced within one (1) year after the cause of action arises or any such action will be permanently barred.

15. Indemnification

You shall indemnify, defend and hold Pattenden Web Development Canada, its officers, directors, employees, shareholders, agents, affiliates, licensors and subcontractors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable attorney's fees), arising out of or in connection with any claim, action or proceeding (collectively, "Claims") arising out of or related to any act or omission by you in using the Site or any Product or Service ordered via the Site including but not limited to your violation of the Agreements terms of use or policies found on the Site or infringement of any third party proprietary rights by you.

16. Jurisdiction and Governing Law

Unless otherwise noted in any applicable Agreement, this Agreement, the Services and all matters arising out of or relating thereto will be governed by the laws of the Province of Ontario without regard to its conflict or choice of law provisions. Any legal action or proceeding relating to this agreement or the provision of the Products or Services offered via the Site will be brought in the provincial or federal courts located in Ontario. You hereby submit to the jurisdiction of and agree that venue is proper in those courts in any such legal action or proceeding.

17. General, Contact Information

Pattenden Web Development Canada shall not be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage, acts of God, electrical, internet, or telecommunication outage that is not caused by us, government restrictions (including the denial or cancellation of any export or other license), or other events beyond our reasonable control. Pattenden Web Development Canada will provide you with phone support at no additional charge for technical questions and issues relating to your use of the Site. You may contact our support services by dialing 1-855-851-4800, 12 hours a day, 6 days per week or emailing us at services@pattendenwebdevelopmentcanada.net. Our mailing address is Pattenden Web Development Canada # 3 - 1377 Martindale, Street. Windsor, ON N9B 1G3. All sections of this Agreement which, by their nature, should, shall survive termination including payment, indemnity and the disclaimers of warranty and limitations of liability.