

Terms and Privacy Policy

The following terms and conditions govern all use of the plantwisedesign.ca website and all content, services, and products available through the website, including, but not limited to, the client area (collectively referred to as the Site).

The Site is owned and operated by Plan(t) Wise Garden & Landscaping Design (collectively referred to as the Operator). The Site is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies including, without limitation, the Operator's privacy policy and procedures that may be published from time to time on this Site by the Operator (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Site. By accessing or using any part of the website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Site or use any services. The Site is available only to individuals who are at least 13 years old.

What information do we collect?

We may collect personally identifiable information from you in a variety of ways, including through online forms for ordering products and services, and other instances where you are invited to volunteer such information, including, but not limited to when you request a quote. When ordering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number, or other contact information.

What do we use your information for?

Any of the information we collect from you may be used to personalize your experience, improve our website, improve customer service, process transactions, and send periodic emails. The email address you provide for order processing will only be used to send you information and updates pertaining to your order. If you decide to opt-in to our mailing list, you will receive emails that may include company news, updates, related product or service information, etc. If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or access your personal information. We offer the use of a secure server. All supplied sensitive information is transmitted via Secure Socket Layer (SSL) technology and then encrypted to keep the information confidential.

Responsibility of website visitors

By operating the Site, the Operator does not represent or imply that it endorses any or all of the contributed content, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, trojan horses, and other harmful or destructive content. The Site may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Operator disclaims any responsibility for any harm resulting from the use by visitors of the Site.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information, except to provide or deliver products or services you've requested.

Copyright infringement and Notice and Notice Regime

As the Operator asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Site violates your copyright, you are encouraged to notify the Operator. The Operator will respond to all such notices, including as required or appropriate, by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of the Operator or others, the Operator may, in its discretion, terminate or deny access to and use of the Site.

Do we use cookies?

Yes, we use cookies (which are small pieces of information that your browser stores on your computer's hard drive) to help us remember and process the items in your shopping cart, understand and save your preferences for future visits and compile aggregate data about the site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

Third-party links

Our site may contain links to third-party sites. These third-party sites have separate and independent terms of service and privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Intellectual property

This Agreement does not transfer from the Operator to you any of the Operator's or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with the Operator. The Operator logo and all other trademarks, service marks, graphics, and logos used in connection with the Operator, or the Site are trademarks or registered trademarks of the Operator or the Operator's licensors. Other trademarks, service marks, graphics, and logos used in connection with the Site may be the trademarks of other third parties. Your use of the Site grants you no right or license to reproduce or otherwise use any of the Operator or third-party trademarks.

Changes

The Operator reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. The Operator may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Indemnification

You agree to indemnify and hold harmless the Operator, its contractors, its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Site, including but not limited to your violation of this Agreement.

Changes to our terms and privacy policies

From time to time, we may make adjustments to this policy. Changes will be made at our sole discretion. Site users are encouraged to check this policy for such changes. Your continued use of this site following changes to this policy constitutes your acceptance of the changes.

Contacting us

Any questions about these terms of service and privacy policy should be addressed to us via our [contact form](#). This document was last modified on January 16, 2023.