

Peerless Flooring Privacy Policy

Peerless Flooring is dedicated to respecting the highest standards of integrity for every online visitor. This privacy policy discloses the privacy, terms of use and security practices for the following sites operated by Peerless Flooring.

- peerlessflooring.com
- usa.peerlessflooring.com

Terms of use

These websites and their contents are the property of Peerless Flooring. These terms of use constitute as a legal agreement between you and Peerless Flooring. Please read the terms of use before browsing.

Acceptance of the terms of use

Your access to this website and your use indicate your acceptance of the terms of use. The terms of use may be modified at any time by Peerless Flooring. Your use of the website and/or its features will be considered acceptance of the terms of use. Each new website visit constitutes the acceptance of the new terms that have been added since the previous visit. It is highly recommended to regularly consult the latest version of the terms of use.

Cancellation

Peerless Flooring reserves the right to terminate the terms of use and/or your right of navigation and the use of this website and/or any part or features thereof, at any time, without cause and without prior notice and at its sole discretion.

Intellectual property

These websites and their content including; trademarks, text, graphics, audio and video material as well as the arrangement of the are the exclusive property of Peerless Flooring, its suppliers and/or third parties who have authorized to incorporate them into these websites. All of these are protected under intellectual property laws, including those relating to copyrights and trademarks. None of these elements, in whole or in part, may be copied, modified or otherwise reproduced in any manner or form whatsoever, nor can they be, in whole or in part, altered, published, broadcasted, distributed, sold, transferred or used in any manner whatsoever. Nothing on these websites may be construed expressly or impliedly conferring any license or other right to the use or reproduction of trademarks and/or other items contained within the website. All software integrated into these websites and features in or from these websites and therein, including, without limitation any type of machine code, including all files and/or images contained in or generated by such software are protected by copyrights and

may also be protected by other rights. All of these programs belong to Peerless Flooring or its licensors. It is prohibited to: i) to use, reproduce, modify, adapt, translate, upload or transmit the software in whole or in part; ii) sell, lease, sublicense or transfer the software or otherwise provide access; iii) alter, remove or cover any trademarks or proprietary notices included in the software; and/or iv) decompile, disassemble, decrypt, extract or reverse engineer these websites or their features and components, including, without limitation, software or to assist others in doing so. Nothing on or in these websites or including their features shall be interpreted as granting you any right, title, interest or other to license integrate into the websites or their features nor can they be downloaded from the website software, including in particular, any intellectual property rights in software.

Disclaimer of liability

These websites, their features and their content are provided “as is” and “as available”. You may browse and use the website and its features at your own risk. Peerless Flooring does not represent or provide warranties regarding its websites and the information on it, its features and/or its content, including, without limitation, the warranties of i) quality or validity of merchandise; ii) the operation of the website and its features and safe navigation without interruption or without error; iii) that use of the website or the functions will meet your needs and expectations; iv) the accuracy, completeness, reliability or timeliness of the website, the content and functionality; v) the correction of defects or errors in the website and features; vi) absence of viruses or harmful components in the websites and features; and vii) the secure transmission or non-interception of communications during transmission on the websites or while using its features or functions.

Peerless Flooring, its affiliates and their respective directors, employees, agents, licensors or their respective successors and assigns respective shall in no even be liable for any damages whatsoever, indirect, special, incidental or consequential damages arising directly or in connection with the use or performance of the websites, the content or functions referred to this or any other websites you may access through with website, even if advised of or if they should have known of the possibility of such damages.

Peerless Flooring, its affiliates and their respective directors, employees, agents, licensors and/or their respective successors and those respectively assigned disclaim liability for their acts, omissions and/or conduct of any third party user of the website and features and any advertiser or sponsor of the website (the “third-party user”) and in no event are liable for any injury, loss, damages (including, without limitation, incidental, special, incidental or other) or expense arising in any way i) the acts, omissions or conduct of any third party user; and ii) the use of the inability to use anything, software,

content, goods or services offered through this and/or all other websites linked to the website even if advised of or if they should have known of the possibility of such damages.

Peerless Flooring, its affiliates and their respective directors, employees, agents, licensors or their respective successors and respectively assigned disclaim all liability for the acts, omissions and/or conduct of any third party user of the website and its features and any advertiser or sponsor of the website (the "third-party user") and in no event are liable for any injury, loss, damage (including, without limitation, incidental, special, incidental or any other) or expenses arising in any way i) the acts, omissions or conduct of any third party user; and ii) the use or the inability to use anything, software, content, goods or services offered on a site linked to our websites.

Links to third party websites

The websites may contain links to other websites that do not belong to Peerless Flooring. These links are provided solely for the purpose of providing additional information and for convenience. The presence of these links on the websites does not mean that Peerless Flooring endorses or recommends the information contained on linked websites. Having no control over these websites, Peerless Flooring, its directors, associates, employees, officers or agents and business partners as well as anyone involved in the creation, product, distribution or maintenance of the website assume no responsibility or liability for their content, practices that are operated or for the consequences of any transmission of any information you could provide, after accessing these websites through these links.

Links to the website

Peerless Flooring encourages links to its websites. However, they do not wish to be bound to any third party sites i) that contains any content constituting or encouraging conduct that would constitute as a criminal offense, give rise to civil liability or would otherwise violate any local law or regulation, state provincial, national or international, which is likely to prejudice or affect operations, credibility or integrity or Peerless Flooring or which contains, posts or transmits any material or information that goes beyond the moral standards and/or notice of Canadian society; or ii) contains, posts or transmits any, software or other material which violates or infringes the rights of the others, including material which is of an invasion of privacy or rights to the protection of persons, or which is protected by copyright, trademarks or other proprietary right. Peerless Flooring reserves the right to prohibit or refuse to accept any link to the websites at its own discretion, at any time. You agree to remove any link you may have to the website upon request from Peerless Flooring.

Internet Cookies

Peerless Flooring informs you that one or more cookies may be placed on the hard drive of the computer from which you navigate to use and view the website. Cookies sent by the websites are not intended to identify you. They record information about the navigation on the web made from the computer on which you are using and is stored in the control site. In any case, the cookies are designed to exploit personal information about you. You can oppose the registration of cookies on the hard drive of the computer from which you are browsing the website by changing browser options (settings) appearing on your computer.

Surveillance

You acknowledge that Peerless Flooring has no obligation to monitor the website or any content accessible through the website. However, you acknowledge that Peerless Flooring has the right to monitor the website electronically, at its own discretion and to disclose any information necessary to comply with any law, regulation or governmental request, in order to operate the website properly or to protect itself or how to protect users under the "Privacy Policy".

Indemnification

You agree to hold Peerless Flooring and its directors, employees, agents, licensors or their successors and respectively assigned from and take up the cudgels for them against all claims, demands, liabilities, costs or expenses of any kind, including, without limitation, legal fees and disbursements resulting directly or indirectly: i) your breach of these terms of use; ii) your navigation, use or inability to browse or use the website and/or features or any site to which the website is or may be related to at the time ; iii) your use of publications, communications, distribution or download of any kind through the websites and/or their features, or the fact that you can have relied on them; and/or iv) your violation of the laws or regulations. You agree to cooperate with us in the defense of any claim.

Applicable law

Your use of the websites and the features and conditions of use are governed by the laws of the province of Québec and the laws of Canada, without regard to principles of conflict of laws. You hereby acknowledge that any dispute arising out of or related to your use of the websites or features or these terms of use shall be subject to the jurisdiction of the courts of the region of Montréal, Québec. You acknowledge that the United Nations Convention on Contracts for the International Sale of Good shall not apply.

General

These terms of use, policy on the protection of privacy, content usage rules, the rules of user contributions and rules of etiquette constitute the entire agreement between you and Peerless Flooring, superseding any prior agreements between you and Peerless Flooring. You may not assign or transfer the terms of use, policy on the protection of privacy, content usage rules, the rules of user contributions and rules of etiquette or any right and/or obligations under thereof. By default Peerless Flooring exercises or requests the application of any recognized by the terms of use, policy on the protection of privacy, content usage rules, the rules of user contributions right or the rules of the label does not constitute a waiver of such right or provision. In the even that a competent court decides that any provision of the terms of use, policy on the protection of privacy, content usage rules, rules of user contributions or rules of etiquette is unenforceable or invalid, the remaining provisions of the terms of use, policy on the protection of privacy, content usage rules, rules of user contributions or etiquette rules remain in effect, if any. This section titles in the terms of use are used for presentation purposes only and have no legal or contractual effect.

Privacy policy

Peerless Flooring is committed to protecting the privacy and security of personal information obtained in the course of its activities. This policy outlines the types of personally information collected and how it is used, and the measures taken to preserve and treat it appropriately.

Personal information

Any information about an individual and/or that can identify that "personal information", whatever the form in which is it written: written, visual, oral, computerized or otherwise.

Gathering:

Personal information is always collected by fair and lawful means. They are collected from you unless you have consented to the collection from third parties using a platform Peerless Flooring or unless the law authorizes it. This personal information is contained in the Peerless Flooring databases as you transmit verbally or in writing (including by electronic means) in all communications about our services, including through the functions "contact us" available to you on our websites. The collection of personal information is limited to what is necessary for the purposes mentioned herein. It may happen that our website servers to locate information about people who visit our site through cookies. These allow among others to identify the domain name of the visitor, the time and date of the visits, internet protocol addresses (IP), browser types and version, pages that have been visited, as well as demographics and interests. This information can be grouped into collective data to be transferred to third parties for

the development of marketing strategies. However, this information does not disclose your identity and does not identify you with sufficient precision to enable third parties to whom it would be forwarded to communicate with you. Know that is you do not accept these cookies; you can configure your internet browser to reject all cookies, or notify you automatically of their appearance.

Sweepstakes and contests

At times, we may request information from you in connection with sweepstakes and contests we offer on our websites. Participation in these sweepstakes or contests is completely voluntary; you have a choice whether or not to disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as postal code, age, etc.). Contact information will be used to notify the winner and award prizes.

Usage:

Peerless Flooring uses personal information collected solely for the purpose of its business relationship with you. In particular, it allows Peerless Flooring to better guide you, to make relevant choices and offer you customized services.

Disclosure:

Peerless Flooring does not disclose to third parties your personal information unless you have consented or unless the law requires us to do so (e.g. in criminal and penal matters or an agency under the law prevention, detection or repression of crime or statutory offenses, required in the exercise of its functions, if the information is necessary for the prosecution of an offense under an act applicable in Québec or in an emergency endangering the life, health or safety of the person concerned). We ensure that at no time, your personal information will be subject to sale, barter or other form of exchange in favor of a third party unless you have consented.

Conservation:

Peerless Flooring retains your personal information, ensuring confidentiality, as they are required for trade relations with yourself. However, they will be destroyed if you request so in writing.

Safety and security:

Peerless Flooring has taken reasonable security measures to protect personal information collected, used, disclosed, retained or destroyed. Access to your personal information is limited to those who need to provide the required services.