



Terms & Conditions

Overview

This website is operated by Pablo the Dog Inc. The terms “we”, “us” and “our” refer to Pablo the Dog Inc. Pablo the Dog Inc. offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of the terms and conditions set out here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Section 1 - General Conditions

By agreeing to these Terms, you represent that you are at least the age of majority in your jurisdiction of residence.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

We reserve the right to refuse service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 2 - Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

Section 3 - Modifications to the Service and Prices

Prices for our products are subject to change without notice.

We reserve the right to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Section 4 - Products

We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.



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We reserve the right to limit the quantities of any products that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products or services purchased or obtained by you will meet your expectations.

Section 5 - Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Section 6 - Trademark Information

'MuttBalls' is a registered trademark of Pablo the Dog Inc. All other Pablo the Dog Inc. trademarks, service marks, domain names, logos, company names and indicia of origin referred to on the Sites are either trademarks, service marks, domain names, logos, company names or indicia of origin or are otherwise the property of Pablo the Dog Inc.

You may not use any trademark, service mark, domain name, logo, company name, trade name or indicia of origin of Pablo the Dog Inc. without our permission.

Section 7 - Third-Party Links

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

Section 8 - Personal Information

Your submission of personal information through the store is governed by our Privacy Policy. [[link to Privacy policy](#)]

Section 9 - Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).



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We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Section 10 - Prohibited Uses

In addition to other prohibitions as set forth in these Terms, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Section 11 - Disclaimer of Warranties; Limitations of Liability

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

We may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title and non-infringement.

In no case shall Pablo the Dog Inc., our directors, officers, employees, affiliates, agents, contractors or suppliers be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Service or any products procured using the Service or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Section 12 - Indemnification

You agree to indemnify, defend and hold harmless Pablo the Dog Inc. and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service.



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Section 13 - Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Section 14 - Entire Agreement

The failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Section 15 - Governing Law

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Province of Ontario.

Section 16 - Changes To Terms

You can review the most current version of the Terms at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

Section 17 - Contact Information

Questions about the Terms should be sent to us at info@pablothedog.com.