



Website Terms and Conditions of Use

1. Acceptance Of This Agreement

Your access to and use of this website ("the Website") is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

2. Advice

The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

3. Changes to Website, Software, and Services

Diamond Quality Clean reserves the right to;

1. change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that Diamond Quality Clean shall not be liable to you for any such change or removal.
2. change, remove, or discontinue any software, service, or promotion (including but not limited to any provisions, parts thereof, licensing, pricing) as advertised on this website at any time without notice and you confirm that Diamond Quality Clean shall not be liable for any such change or removal.
3. change or discontinue any promotional discount vouchers or coupon codes at anytime with notice and you confirm that Diamond Quality Clean shall not be liable for any such change or removal.
4. change this Agreement at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

4. Links to Third Party Website's

The Website may include links to third party website's that are controlled and maintained by others. Any link to other website's is not an endorsement of such website's and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

5. Copyright

The Intellectual Property Rights in this website and the materials on or accessible via it belong to Diamond Quality Clean or its licensors. This website and the materials on or accessible via it and the Intellectual Property Rights therein may not be copied, distributed, published, licensed, used or reproduced in any way (save to the extent strictly necessary for, and for the purposes of, accessing and using this website).

'Diamond Quality Clean' and the Logo are trade marks which belong to Diamond Quality Clean, and they may not be used, copied or reproduced in any way without written consent.

For these purposes "Intellectual Property Rights" includes the following (wherever and when ever arising and for the full term of each of them): any patent, trade mark, trade name, service mark, service name, design, design right, copyright, database right, moral rights, know how, trade secret and other confidential information, rights in the nature of any of these items in any country, rights in the nature of unfair competition rights and rights to sue for passing off or other similar intellectual or commercial right (in each case whether or not registered or registrable) and registrations of and applications to register any of them.

6. Limitation of liability

The Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made

and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, Diamond Quality Clean will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

Diamond Quality Clean makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Diamond Quality Clean for death or personal injury as a result of the negligence of Diamond Quality Clean or that of its employees or agents.

7. Indemnity

You agree to indemnify and hold Diamond Quality Clean and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Diamond Quality Clean arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

8. Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either you or us from any relevant competent authority, we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

9. Applicable Law and Dispute

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of the United States and the State of Ohio whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be the United States.

10. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

11. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

Diamond Quality Clean – Return Policy

Diamond Quality Clean is committed to providing the highest quality services and products for your lawn, and landscape. If for any reason you are not satisfied with the recommended services provided, Diamond Quality Clean will work with you until you are satisfied. Diamond Quality Clean will also refund any pre-payments made and/or deduct the cost of the last treatment.

Diamond Quality Clean – Privacy Policy

What information do we collect?

We collect information from you when you register on our site, place an order or fill out a form.

When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. You may, however, visit our site anonymously.

What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

- To personalize your experience
(your information helps us to better respond to your individual needs)
- To improve our website
(we continually strive to improve our website offerings based on the information and feedback we receive from you)
- To improve customer service
(your information helps us to more effectively respond to your customer service requests and support needs)
- To process transactions
Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.
- To administer a contest, promotion, survey or other site feature
- To send periodic emails
The email address you provide for order processing, may be used to send you information and updates pertaining to your order, in addition to receiving occasional company news, updates, related product or service information, etc.

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 enter, submit, or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information (credit cards, social security numbers, financials, etc.) will be kept on file for more than 60 days in order to charge for recurring services.

Do we use cookies?

We do not use cookies.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Childrens Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Childrens Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

Online Privacy Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Terms and Conditions

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability

governing the use of our website.

Your Consent

By using our site, you consent to our [online privacy policy](#).

Diamond Quality Clean- Website security policy

This website takes every precaution to protect our users' information. When users submit sensitive information via the website, your information is protected both online and off-line. When a form on our site asks users to enter sensitive information (such as credit card number and/or social security number), that information is encrypted and is protected with the best encryption software in the industry - SSL. While on a secure page, such as our order form, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to un-locked, or open, when you are just 'surfing'. While we use SSL encryption to protect sensitive information online, we also do everything in our power to protect user-information off-line. All of our users' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, our billing clerk or a customer service representative) are granted access to personally identifiable information. Our employees must use password-protected screen-savers when they leave their desk. When they return, they must re-enter their password to re-gain access to your information. Furthermore, ALL employees are kept up-to-date on our security and privacy practices. Every quarter, as well as any time new policies are added, our employees are notified and/or reminded about the importance we place on privacy, and what they can do to ensure our customers' information is protected. Finally, the servers that we store personally identifiable information on are kept in a secure environment, behind locked doors.