



Terms of Use

These Terms of Use ("Terms") govern your use of www.thesurfacegenie.ie ("the Website"), owned and operated by The Surface Genie ("we," "our," or "us"). By accessing or using the Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Website.

Acceptable Use

- 1.1. You agree to use the Website only for lawful purposes and in a manner consistent with all applicable laws and regulations in Ireland and your jurisdiction.
- 1.2. You shall not engage in any conduct that may disable, damage, or impair the proper functioning of the Website or any related services.
- 1.3. You shall not attempt to gain unauthorized access to any part of the Website, other users' accounts, or any computer systems or networks connected to the Website.
- 1.4. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

Intellectual Property

2.1. All content, materials, and features available on the Website, including but not limited to text, graphics, logos, images, audio clips, video clips, software, and data, are the property of The Surface Genie or its licensors and are protected by applicable copyright, trademark, and other intellectual property laws.

2.2. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website without the prior written consent of TheSurfaceGenieSurfaceSolutions.

User-Generated Content

3.1. The Website may allow users to submit, post, or transmit content, including but not limited to comments, reviews, and other user-generated content ("User Content").

3.2. By submitting User Content, you grant TheSurfaceGenieSurfaceSolutions a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content throughout the world in any media.

3.3. You are solely responsible for your User Content, and you represent and warrant that you own or have the necessary rights, licenses, permissions, and consents to submit such content and grant the rights stated in Section 3.2.

Privacy Policy

4.1. Your use of the Website is also subject to our Privacy Policy contained in this document, which governs how we collect, use, and disclose your personal information in compliance with applicable data protection laws in Ireland and your jurisdiction.

Cookies and Tracking Technologies

5.1. We may use cookies and similar tracking technologies on the Website. By using the Website, you consent to the use of cookies and tracking technologies.

Third-Party Links

6.1. The Website may contain links to third-party websites or resources that are not owned or controlled by TheSurfaceGenieSurfaceSolutions.

6.2. TheSurfaceGenieSurfaceSolutions is not responsible for the content, products, services, or practices of any third-party websites. We encourage you to review the terms of service and privacy policies of any third-party websites you visit.

Disclaimer of Warranties

7.1. The Website is provided on an "as is" and "as available" basis. TheSurfaceGenieSurfaceSolutions makes no representations or warranties of any kind, express or implied, regarding the Website's operation, content, or availability.

7.2. TheSurfaceGenieSurfaceSolutions does not warrant that the Website will be free of errors, viruses, or other harmful components, nor does it guarantee the accuracy, completeness, or reliability of any content or materials on the Website.

Limitation of Liability

8.1. To the fullest extent permitted by law, TheSurfaceGenieSurfaceSolutions shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses arising from or relating to your use of the Website.

Indemnification

9.1. You agree to indemnify, defend, and hold harmless TheSurfaceGenieSurfaceSolutions, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to your violation of these Terms or your use of the Website.

Changes to the Terms of Use

10.1. TheSurfaceGenieSurfaceSolutions reserves the right to modify or update these Terms at any time without prior notice. The latest version of the Terms will be posted on the Website, and your continued use of the Website after any changes constitutes your acceptance of the revised Terms.

Governing Law and Jurisdiction

11.1. These Terms shall be governed by and construed in accordance with the laws of Ireland, without regard to its conflict of laws principles.

11.2. Any legal action or proceeding arising out of or relating to these Terms or the use of the Website shall be brought exclusively in the courts of Ireland.

Severability

12.1. If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of the remaining provisions.

Entire Agreement

13.1. These Terms, together with the Privacy Policy and any additional guidelines or rules posted on the Website, constitute the entire agreement between you and The Surface Genie regarding your use of the Website.

By using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. If you do not agree with these Terms, please do not use the Website.

Privacy Policy

This Privacy Policy ("Policy") describes how TheSurfaceGenieSurfaceSolutions ("we," "our," or "us") collects, uses, discloses, and manages the personal data of individuals ("you" or "your") in compliance with the European Union's General Data Protection Regulation (GDPR) and other applicable data protection regulations in Ireland.

Data Controller

TheSurfaceGenieSurfaceSolutions is the data controller of the personal data collected through our website and any related services.

Personal Data Collection

2.1. We may collect personal data directly from you or automatically through your use of our website and services. The types of personal data we collect may include, but are not limited to:

Contact information (such as name, email address, phone number)

Demographic information (such as age, gender, location)

Account credentials (such as username, password)

Payment information (such as credit card details) if applicable

Information you provide when contacting us or submitting forms on our website

Website usage information, IP addresses, and browser information

Cookies and similar tracking technologies (please see our Cookie Policy for more details)

2.2. We collect personal data for specific, legitimate purposes, including but not limited to:

Providing and managing the services offered on our website

Responding to your inquiries or requests

Sending you relevant marketing communications (with your consent, where required by law)

Complying with legal obligations

Legal Basis for Processing

3.1. We will only process your personal data when there is a legal basis for doing so. The legal bases may include:

Performance of a contract: Processing is necessary for the performance of a contract to which you are a party or to take steps at your request prior to entering into a contract.

Consent: You have given clear consent for us to process your personal data for specific purposes.

Legitimate interests: Processing is necessary for our legitimate interests or the legitimate interests of a third party, provided your fundamental rights and freedoms are not overridden.

Compliance with legal obligations: Processing is necessary for compliance with a legal obligation to which we are subject.

Data Sharing and Disclosures

4.1. We may share your personal data with third parties under certain circumstances, including:

Service providers: We may share personal data with third-party service providers who assist us in operating our website and providing services to you (e.g., hosting, analytics, payment processing).

Legal compliance: We may share personal data to comply with applicable laws, regulations, or legal processes.

Business transactions: In the event of a merger, acquisition, or sale of all or a portion of our assets, your personal data may be transferred to the acquiring entity.

4.2. We will not sell, rent, or lease your personal data to third parties for their marketing purposes without your explicit consent.

International Data Transfers

5.1. As an international business, we may transfer your personal data to countries outside the European Economic Area (EEA). When we do so, we will ensure appropriate safeguards are in place to protect your personal data as required by applicable data protection laws.

Data Retention

6.1. We will retain your personal data only for as long as necessary to fulfill the purposes for which it was collected and to comply with legal obligations.

Your Rights

7.1. You have certain rights regarding your personal data under applicable data protection laws, including:

Right of access: You have the right to request a copy of your personal data that we hold.

Right to rectification: You have the right to request correction of inaccurate or incomplete personal data.

Right to erasure: You have the right to request the deletion of your personal data in certain circumstances.

Right to restrict processing: You have the right to request the restriction of processing your personal data in certain situations.

Right to data portability: You have the right to receive your personal data in a structured, commonly used, and machine-readable format.

Right to object: You have the right to object to the processing of your personal data in certain situations.

7.2. To exercise your rights or if you have any questions or concerns about your personal data, please contact us using the details provided in Section 9.

Security Measures

8.1. We take reasonable and appropriate measures to protect your personal data from loss, misuse, unauthorized access, disclosure, alteration, and destruction.