

TERMS OF SERVICE – MAISON DE SPITE (ONTARIO, CANADA)

Introduction

Maison De Spite (“Maison De Spite,” “we,” “us,” or “our”) provides novelty prank-mail services intended solely for lawful, humorous, and non-harmful entertainment purposes among consenting adults. These Terms of Service constitute a binding agreement between Maison De Spite, the customer (“you,” “your”), and the prank recipient (“recipient”).

By accessing our website or using our services, you agree to these Terms of Service. If you do not agree, you must not use our website or services.

Harassment Policy

Maison De Spite strictly prohibits the use of our services for harassment, intimidation, threats, retaliation, bullying, or any non-consensual or harmful purpose. You agree that:

- You will only send prank mail to individuals with whom you share a friendly or humorous relationship.
- You will not use our services maliciously, abusively, or unlawfully.
- You will choose pranks the recipient is reasonably likely to find humorous.

We reserve sole discretion to determine whether any action violates this policy. If a violation is found, we may disclose your identity to the recipient, cancel orders, refuse service, or permanently ban you.

Customer Support

Customer support is available through our website's contact form. We generally respond within one business day. Orders cannot be altered or cancelled after shipment.

We may discontinue communication with individuals who engage in abusive, threatening, or inappropriate conduct.

Use of the Service

To use our services, both you and your prank recipient must be 18 years of age or older. Use of our service must comply with all Canadian laws, including those governing harassment, privacy, and mail-related conduct.

Information Collection, Privacy, and PIPEDA Compliance

Maison De Spite collects, uses, and discloses personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA).

1. Information We Collect

We may collect:

- Names, addresses, phone numbers, and email addresses
- Order details and website interaction data
- Payment-related information (processed securely by third-party payment processors—we do not store credit card numbers)

2. Purpose of Collection

Personal information is collected for:

- Order processing, fulfillment, and customer support
- Fraud prevention and security
- Service improvement, analytics, and optional marketing communications

3. Consent

By using our website or providing information, you consent to the collection, use, and disclosure of personal information for the purposes stated.

4. Limiting Use, Disclosure, and Retention

We do not sell personal information. We only share information with vetted third-party service providers necessary for business operations. These providers may not use your information for unrelated purposes.

Personal information is retained only as long as reasonably necessary for the fulfillment of identified purposes and legal obligations.

5. Safeguards

We maintain administrative, technical, and physical safeguards to protect personal information, including password protection, two-factor authentication, encrypted networks, and restricted access protocols.

6. Access and Correction Rights

Under PIPEDA, you have the right to request access to your personal information and request corrections. Requests may be submitted through our website.

Shipping

Orders ship within Canada using standard tracked shipping. A fictional return address may be used to protect customer anonymity unless otherwise requested. Tracking information will be provided upon shipment.

We are not responsible for delays caused by carriers, incorrect addresses provided by customers, or delivery issues outside our control.

Refund and Replacement Policy

Our Refund and Replacement Policy is available on our website. By placing an order, you agree to its terms.

Liability

You acknowledge that:

- You assume all risks associated with the use or misuse of our services.
- Maison De Spite is not responsible for emotional distress, reputational harm, workplace consequences, legal implications, property damage, or any other damages arising from prank mail.

Our maximum liability is limited to the total amount paid for your order.

Dispute Resolution

All disputes arising from the use of our services must be resolved through binding arbitration rather than court proceedings, except where prohibited by law.

Arbitration will occur in Ontario, with costs borne by the customer unless required otherwise.

Modification and Termination

Maison De Spite may update these Terms of Service at any time without prior notice. Continued use of the website constitutes acceptance of revisions.

We may ban customers or recipients at our discretion. Attempts to circumvent a ban may result in future orders being treated as non-refundable donations.

Governing Law

These Terms of Service are governed by the laws of the Province of Ontario and the federal laws of Canada. Any permitted legal proceedings after arbitration will occur within Ontario courts.