

## **KISStrategies Terms of Use**

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KISStrategies may add to or remove, modify or otherwise change any part of the Terms and Conditions at any time. Changes will be effective when the changed Terms and Conditions are posted on this Site. You should check the Terms and Conditions frequently for changes by checking the date this page was last updated, at the top of this page. If any change to the Terms and Conditions is not acceptable to you, you should discontinue your use of this Site immediately. Your continued use of this Site after changes to the Terms and Conditions are posted thereon will constitute acceptance of the changes.

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KISStrategies may terminate, change, suspend or discontinue any aspect of the Services at any time without notice. Without limiting the generality of the foregoing, KISStrategies may change the availability of any features, institute new, or change existing, fees or charges for the use of the Site or any features thereof, add, remove, modify or otherwise change any contents on the Services, impose limits on certain features or restrict access to parts or all of the Services. KISStrategies reserves the right, but not the duty, to correct any errors or omissions in any portion of the Services at any time without notice.

## **Account Registration And Use**

To access the Services, you must register for KISStrategies account by providing an email address and creating a password, and providing us with other information that we request. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your user name and password. We may assume that any communications we receive under your account have been made by you.

You are responsible for notifying us at [terms-questions@kisstrategies.ca](mailto:terms-questions@kisstrategies.ca) if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. KISStrategies will not be liable for any loss, damages, liability, or expenses that you may incur as a result of someone else using your password or account, either with or without your knowledge or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, and expenses incurred by KISStrategies or a third party due to someone else using your account.

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In addition to any other remedies that may be available to us, KISStrategies reserves the right to immediately suspend or terminate your account or your access to the Services upon notice and without liability for KISStrategies should you fail to abide by the terms of this Agreement.

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## **Limitation of liability**

In no circumstances shall KISStrategies, its principals or employees be responsible or liable for any loss or damages whatsoever, including (without limiting the generality of the foregoing) any direct, indirect, incidental, special, punitive or consequential damages, arising from or in connection with your use of, access to or your reliance on, or your inability to use or access, the Services, any contents of this Site, any external links on this Site, any website linked to this Site, or any contents thereof, or any website linking to this Site, or any contents thereof.

## **Controlling Law**

This Agreement shall be construed in accordance with the laws of British Columbia, despite any conflicts of laws principals which may otherwise apply. The parties agree to attempt to resolve all disputes arising out of or in connection with this contract, or in respect of any legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person. If the parties cannot readily agree to the choice of neutral person to appoint as mediator, a mediator will be appointed by the British Columbia International Commercial Arbitration Centre to administer the mediation under its Mediation Rules.

Any dispute which cannot be resolved within 30 days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be finally resolved by the courts of British Columbia, and you and KISStrategies consent to the exclusive jurisdiction of the applicable court.

## **For more information**

For questions about these or any KISStrategies terms or policies, email us at:

[terms-questions@kisstrategies.ca](mailto:terms-questions@kisstrategies.ca)

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