

# KnowledgeWave Terms and Conditions

THIS IS A CONTRACT. PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESSING THIS SITE.

KnowledgeWave, Inc. is a Vermont Corporation operating under the trade name KnowledgeWave (“Company”). These terms and conditions (“Terms and Conditions”) govern your use of this website [knowledgewave.com](http://knowledgewave.com) (“Website”).

By using this Website and its services you agree to and will be bound by these Terms and Conditions and the Company’s privacy policy which can be found at <http://knowledgewave.com/privacy> (“Privacy Policy”). If you do not agree to these Terms and Conditions and/or the Privacy Policy you must not use this Website.

## 1. General

- a. These Terms and Conditions apply to all the services available from and related to the domain and sub-domains of the Website (together with the Website, the “Services”), with such services to include both unrestricted areas of the Website and those areas only accessible through a subscription (“Subscriber-Only Services”) (Subscriber-Only Services users referred to as “Subscribers”).
- b. You will need to register to become a Subscriber of this Website if you wish to access the Subscriber-Only Services. Access to Subscriber-Only Services may be through a subscription that has been purchased by and for a single individual (“Single-User Subscription”) or purchased by a business entity for a group of users (“Multi-User Subscription”). Single-User Subscriptions and Multi-User Subscriptions are referred to collectively as “Subscriptions”.
- c. The Services may provide, utilize, or make available various content and information, including but not limited to text, software, sound, photographs, graphics, video or other material (collectively referred to as “Content”).

d. The Company will try to provide you with uninterrupted access to this Website and Services. As part of the normal course, the Company may update, improve and modify the Services, or change and modify prices for all or part of the Services for future payment periods in its sole discretion. As a result, the Company allows you to access the Website as it may exist and be available on any day and it has no other obligations, except as expressly stated in these Terms and Conditions. In the event there are price changes that are expected to result in an increase in charges for future payment periods, you will be provided advance notice of these changes and you will have the opportunity to modify or cancel your subscription prior to those charges being applied.

## 2. Use of this Website

- a. You must not use this Website for anything that is unlawful or is prohibited by these Terms and Conditions and/or any notices elsewhere on this Website. The Company reserves the right, in its sole discretion, to monitor the Website and revoke or deny access to users whom it believes to be exhibiting behavior or performing activities that are harmful to the Company, the Website, or any other users. Examples of prohibited conduct include, but are in no way limited to:
- i. uploading of files that contain software or other material protected by intellectual property laws unless you own or control the rights or have received all necessary consents;
  - ii. uploading of files that contain viruses, corrupted files or any other similar software or malicious programs;
  - iii. running any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services’ infrastructure;
  - iv. using any third-party tools, scripts, or players to automate access to Content.
  - v. decompiling, reverse engineering, or otherwise attempting to obtain the source code of the Services; or

- vi. deletion or falsification of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
- b. If you are a Subscriber accessing the Services as a part of a Multi-User Subscription, you consent to allow any and all representatives of the business entity that is responsible for providing you Subscriber-Only Services to have access to information related to your usage of the Services and compile reports related thereto.
- c. You represent and warrant to Company that you are of legal age to form a binding contract. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection, use of, and access to the Services.
- d. If you are purchasing a Subscription in a capacity as a representative of a business entity, you represent that you have the authority to legally bind that entity.
- e. You must comply with and are responsible for all applicable laws, taxes, and duties which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against Company.
- f. If you link to the Website, Company may revoke your right to so link at any time, at Company's sole discretion. Company reserves the right to require prior written consent before linking to the Website.
- g. You will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of these Terms and Conditions, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

### **3. Modification to these Terms and Conditions**

- a. The Company reserves the right to modify these Terms and Conditions and any Content or information contained on the Website at any time, without notice or liability. Your continued use of the Website following any modification means you accept and agree to such modifications. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

- b. If after the Terms and Conditions and/or the [Privacy Policy](#) have been modified and you do not agree to their terms, you must stop using this Website.

#### 4. Registration

- a. You will need to register to become a Subscriber if you wish to access the Subscriber-Only Services, and membership is subject to the Company's subscription charges set out in your subscription plan, located at <http://knowledgewave.com/pricing>, or the free-trial terms set forth at <http://knowledgewave.com/free-trial>, or in a separate pricing agreement with the Company. You are free to change the membership package to which you subscribe at any time, subject to these Terms and Conditions (and in particular paragraph 5(b)).
- b. To register to become a Subscriber you must provide the Company with information about you via the Company's registration form <https://www.knowledgewave.com/kls-sign-up>. If you are a Subscriber accessing the Services as part of a Multi-User Subscription, the business entity that is responsible for providing you Subscriber-Only Services may provide the Company with information about you in order for you to be provided access, such as your name and email address. The Company's use of this information is set out in the Company's Privacy Policy.
- c. You must provide true, accurate, and complete information about yourself when completing the registration form <https://www.knowledgewave.com/kls-sign-up>. You must maintain and update this information and keep it true, accurate, and complete. If any information provided by you is not true, accurate, and complete, the Company has the right to cancel your membership and refuse any and all current or future use of this Website.
- d. Registration requires a valid email address (which will serve as your user name) and unique password. A unique username is to be associated with each user and you are prohibited from sharing a username and password among multiple users. Please exercise caution to keep your user name and password confidential. If your user name or password is subject to unauthorized access, you should immediately inform the Company.

## 5. Charges and Payment

- a. Charges are linked to the membership package to which you subscribe, as set out in <http://knowledgewave.com/pricing>, or the free-trial terms set forth at <http://knowledgewave.com/free-trial>, or in a separate pricing agreement with the Company. The terms of the membership to which you subscribe are incorporated herein by reference as if fully set forth herein.
- b. You will be charged in advance of your payment period until your membership is cancelled. (for cancellation details see paragraph 8 below.) Transaction based charges, such as for live classes or coaching or consulting services (“Additional Services”), will be charged when scheduled. Details of charges are shown within the sign-up process, as set out in <http://knowledgewave.com/pricing>. Charges are expressed in US Dollars. You should call the Company to request any changes to your subscription tier. Any reduction in the applicable membership price (for example, where you downgrade to a lower tier) will take effect in your next membership payment period following notification. Any increase in the applicable membership price (for example, where you upgrade your tier) will take effect from the date of notification (so that a pro-rata payment shall be made for the remainder of the current payment period, with the full payment to be made from the beginning of the following plan period). Your membership period begins on the date on which you register for the Services and finishes on the day before that calendar date the following period.
- c. Payment for all charges is payable upon registration or the relevant periodic payment date. You can pay membership fees by any MasterCard, Visa, or American Express credit card; or any other payment methods the Company accepts. Your payment details will be encrypted to minimize the possibility of unauthorized access or disclosure. At the time of registration, you will be asked to provide credit/debit card details. In the event that the Company is unable at any time to obtain payment of any charges using such credit card details, the Company may freeze your account until it has received settlement in full.
- d. Your membership may start with a free trial. The length and terms of free trials are set out in <http://knowledgewave.com/free-trial>. The Company reserves the right, in its sole discretion, to determine your eligibility for a free trial, and to withdraw or to

modify a free trial at any time without prior notice and with no liability. You may not receive a notice that your free trial period has ended.

## 6. Third Parties

- a. The Company is not an agent of any third party or any party named or linked to this Website (“Third Parties”) and does not have any authority to act for such Third Parties. The Company does not control or endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such Third Parties.
- b. You agree that (to the maximum extent permitted by applicable law) the Company (and our officers, directors and employees) shall have no liability to you in relation to any dispute which you may have with a Third Party, and/or any other users of this Website.

## 7. Intellectual Property

- a. You acknowledge and agree that all Content provided on the Website or through the Services, contained in sponsor advertisements or, presented to you by the Company, its partners or advertisers, is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and except as expressly permitted herein, shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.
- b. You acknowledge and agree that you are permitted to review, print and make one copy for your personal use of the Content (and other items displayed on the Website for download), provided that you maintain all copyright and other notices contained in such Content.
- c. Company does not claim ownership of any Content that you post on the Website, such as Content posted to our blog. Instead, you hereby grant to Company a non-

exclusive, fully paid and royalty-free, transferable, sub-licensable, perpetual, worldwide license to use the Content that you post on the Website or through the Services, subject to the Company's Privacy Policy.

## 8. Cancellation and Termination

- a. Subscriptions require a 12-month minimum membership.
- b. After the 12-month minimum is met, your subscription will continue to renew at regular intervals. Monthly renewals are the default, unless your agreement with the Company specifies otherwise.
- c. After the 12-month minimum is met, you may cancel your membership by giving written or verbal notice at least 10 days before the next renewal date. To cancel, email [support@knowledgewave.com](mailto:support@knowledgewave.com) or call 1-800-831-8449. Cancellation will take effect at the next renewal. You will not be entitled to a refund for any membership fee already paid.
- d. Cancellation of any Additional Services may be made at any time up to 14 days before the intended starting time for such services without penalty. Cancellation after 14 days before the intended starting time will not be eligible for a refund. If the Additional Services were included as part of your paid subscription, the Additional Services in question will be subtracted from your account as if those Additional Services had been performed as scheduled.

## 9. Warranty Disclaimer and Limitation of Liability

- a. SUBSCRIBER'S USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT SUBSCRIBER'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY STATEMENTS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY STATEMENT, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY PROMISES THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR ANY PORTION THEREOF, WILL BE ACCURATE, RELIABLE, ERROR-

FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET SUBSCRIBER'S NEEDS OR EXPECTATIONS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CAN NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. NO VERBAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

b. IN NO EVENT SHALL COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USER OF THE SERVICES OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, SUBSCRIBER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THESE TERMS OF SERVICE, SHALL BE LIMITED TO THE LESSER OF (i) THE AMOUNT PAID BY SUBSCRIBER TO COMPANY IN SUBSCRIPTION FEES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR ACTION AROSE OR (II) THREE HUNDRED DOLLARS (\$300) REGARDLESS OF WHETHER THE CLAIM OR ACTION IS BASED ON CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR OTHERWISE. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. SUBSCRIBER WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES BY SUBSCRIBER AND/OR ITS AUTHORIZED USERS.



## 10. Miscellaneous

- a. The Company reserves the right to withhold, remove and/or discard any Content available as part of your account, including any Content contributed by you, with or without notice if deemed by the Company to be contrary to these Terms and Conditions.
- b. If the Company fails to exercise or enforce a right under the Terms and Conditions that failure shall not constitute a waiver of such right or provision.
- c. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions will remain in full force and effect.
- d. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to the conflict of principals of laws thereof.
- e. These Terms and Conditions set out the Company's entire agreement and understanding with respect to the subject matter of these Terms and Conditions and supersede all representations, communications and prior agreements (written or oral).
- f. No person or entity not a party to these Terms and Conditions will be deemed to be a third-party beneficiary of these Terms and Conditions or any provision hereof.

## FOLLOW US

## CONTACT US

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