

# Terms and Conditions

Last updated: (1/8/16)

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://kad.systems/> website and all Shopify Apps operated by KAD Systems.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

"You" and "Your" refers to the user accessing this website and accepting the Company's terms and conditions.

"Ourselves", "We", "Our" and "Us", refers to KAD Systems.

## 1 - Acceptance of KAD Systems Terms and Conditions of Service

- 1(a) By visiting our site and/ or purchasing something from us, you engage in our "Service".
- Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms.
- 1(b) These Terms apply to all visitors, users and others who access or use the Service.
- 1© By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## 2 - Credit Card Details

- KAD Systems will not ask for your credit card details, except for when subscribing to the KAD Systems recurring payment subscription service.
- We advise our customers to not enter their credit cards details in the Service or by submitting such details in any other form if you are not setting up your KAD Systems recurring payment subscription service.
- If you are unsure we urge you to contact us at [help@boosterapps.net](mailto:help@boosterapps.net) . KAD Systems can not be held responsible for any fraud or phishing attempts[a]

## 3 - Change of Use

- KAD Systems reserves the right, at our sole discretion, to:
- 3(a) change, modify or remove (temporarily or permanently) the Service or any part of it without notice and you confirm that the Service shall not be liable to you for any such change or removal.
- 3(b) change these Terms and Conditions at any time.
- 3© change the price for the Service without notice and your continued use of the Service following any changes shall be deemed to be your acceptance of such change.

## **4 - Links to, and use of, Third Party**

- 4(a) KAD Systems may include links to, or make use of, third party software and services that are controlled and maintained by others (hereby referred to only as Third Party).
- 4(b) Any link to or usage of Third Party is not an endorsement of Third Party.
- 4© You acknowledge and agree that we are not responsible for the content or availability of any such Third Party.

## **5 - Copyright**

- 5(a) All copyright, trade-marks and all other intellectual property rights of KAD Systems and the Service (including without limitation the design, text, graphics and all software and source codes connected with KAD Systems are owned by or licensed to KAD Systems or otherwise used by KAD Systems as permitted by law.)
- 5(b) In accessing KAD Systems you agree that you will access the Service solely for your personal, non-commercial use.[b] None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.

## **6 - Disclaimers and Liability**

8(a) Use of the Service is at your own risk. Our Service 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.

8(b) To the extent permitted by law, KAD Systems 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 Service.

8© KAD Systems makes no warranty that the functionality of the Service will be uninterrupted or error free, that defects will be corrected or that the Service or any server that makes it available are free of viruses or anything else which may be harmful or destructive.

### **7. Termination of Service**

9(a) The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

9(b) These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

9© If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **8 - Indemnity**

You agree to indemnify and hold KAD Systems 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 KAD Systems arising out of any breach by you of these

Terms and Conditions or other liabilities arising out of your use of the Service.

#### 9 - Severability

If the event that any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

#### 10 - Waiver

If you breach these Conditions of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Use.

#### 11 - Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of the United States of America and you hereby submit to the exclusive jurisdiction of the United States courts.

#### Contact

If you have any questions about these Terms, please contact us at [help@boosterapps.net](mailto:help@boosterapps.net)