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Legal Documents

Before you continue using our services we advise you to read our Financial Services Guide (FSG), Complaints and Privacy policies. It will help you better understand our practices.

Inaccuracies

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You must be at least 18 (eighteen) years of age before you can use this website or subscribe to any of our services. By using this website, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. KCM assumes no responsibility for liabilities related to age misrepresentation.

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You are responsible for the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You accept responsibility for all activities that occur under your account and/or password. If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel subscriptions at our sole discretion.

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The Pro annual package is non-refundable, to the extent permitted by law. Accordingly, please consider carefully before purchasing any KCM product or service.

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We may terminate or suspend your account and prohibit access to our services including our website, immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the T&Cs, in which all money owing will be retained and not paid out.

Indemnification

You agree to indemnify KCM and its employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees), resulting from or arising out of:

- 1) your use and access of the services provided to you by KCM, including the website, by you or any person using your account and password;
- 2) a breach of the T&C's; or
- 3) demands that may arise from your use or misuse of our services. KCM reserves the right to select



our own legal counsel.

Limitations

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- 4) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

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