

Terms of Use

Effective Date: 9/1/2024

1) Agreement & Acceptance

These Terms of Use (the “Terms” or “Agreement”) are a contract between **Kaleidoscope Clinical Consulting (“KCC,” “we,” “us,” “our”)** and **you**. “You” means the individual using the Site; if you use the Site on behalf of an organization, you represent you’re authorized to bind that organization and “you” includes both you and the organization.

These Terms govern your use of **kalccedu.org** and all content, features, and services available on it (the “Site”). Other websites are not covered by these Terms.

By accessing or using the Site, you agree to these Terms electronically. If you don’t agree, do not use the Site. Continued use means you accept the Terms.

Arbitration & Liability Notice. Disputes must be resolved by **individual binding arbitration in Las Vegas, Nevada**(unless we mutually agree otherwise).

By using the Site, you also acknowledge you’ve read our **Privacy Policy** at **kalccedu.org**.

2) Changes to These Terms

Please review these Terms each time you use the Site. We may update them at any time by posting the revised version on the Site, effective upon posting (the “Last Updated” date will be shown). If you don’t accept the changes, stop using the Site.

3) Your License to Use the Site

While you comply with these Terms, we grant you a **limited, revocable, non-exclusive, non-transferable** license to access and use the Site **for your personal, noncommercial use only**.

You may print **one** personal copy of materials when needed. All rights not expressly granted are reserved.

4) Accounts, Passwords & Security

Your login credentials are for **your use only**. Don’t share them. You’re responsible for all activity under your account and must tell us promptly if you suspect unauthorized access. We may suspend or terminate accounts to protect the Site.

We may rely on the authority of anyone using your credentials. We’re **not liable** for damages from unauthorized use of your account or password **unless** caused solely by our breach of these Terms or violation of law proven by clear and convincing evidence.

5) Courses & Certifications

Descriptions, images, features, content, and pricing for courses and services may change without notice. KCC offers comprehensive online and nationwide onsite education in **Wound Management**. See **kalccedu.org** for current course details, pricing, included materials, and our cancellation policy.

6) Prohibited Uses

You agree **not** to:

- Access areas or systems of the Site you're not authorized to use, or use unauthorized methods/tools to access the Site.
- Disrupt Site security or operations; overload or harm our servers or networks.
- Transmit sensitive personal data through the Site except as expressly allowed.
- Infringe others' rights; post or transmit unlawful, defamatory, harassing, hateful, pornographic, deceptive, or otherwise inappropriate content.
- Upload malware or harmful code (viruses, worms, Trojans, time bombs, corrupted files).
- Interfere with other users' use of the Site.
- Violate laws or these Terms.
- Copy, scrape, harvest, mine, frame, mirror, or systematically download Site content except as expressly permitted.
- Use bots, spiders, or automated tools to access or monitor the Site.
- Reverse engineer, decompile, translate, or modify Site components.
- Remove or alter copyright, trademark, or other proprietary notices.

We may (but have no duty to) monitor compliance and take appropriate action to protect the Site.

7) Intellectual Property

KCC (and our licensors) own all rights, title, and interest in the Site and its content (including course materials, text, graphics, audio, video, data, software, and trademarks). You gain no ownership rights by using the Site.

Our trademarks may not be used (including in meta-tags or hidden text) without our prior written consent. Unauthorized use may violate IP laws and is prohibited.

8) Copyright Concerns (DMCA)

We respect IP rights and may terminate repeat infringers. If you believe content on the Site infringes your copyright, send a notice including:

(a) your physical/electronic signature; (b) identification of the copyrighted work; (c) the URL/location of the allegedly infringing material; (d) your contact info; (e) a good-faith statement the use isn't authorized; and (f) a statement under penalty of perjury that your notice is accurate and you're the owner or authorized agent.

By submitting a notice, you consent to us forwarding it (as received) to the uploader to facilitate resolution.

Some users know us as "KCC" or via klaccedu.org.

9) Warranties & Disclaimers; Liability Limits

- AS-IS.** The Site is provided "**as is**" and "**as available**" without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, non-infringement, or usage of trade (to the fullest extent permitted by law).
- We don't warrant the Site will meet your needs, be uninterrupted, secure, error-free, or virus-free.
- We do not guarantee the accuracy, reliability, or results from using the Site.
- All disclaimers benefit us and our suppliers/licensors.
- Liability Cap.** To the maximum extent allowed by law, KCC and our affiliates, officers, employees, agents, service providers, licensors, and suppliers (the "KCC-Related Parties") are not liable for any amount exceeding the **lesser of \$150 or your actual direct damages** arising from your use of the Site. We are **not liable** for any indirect, incidental,

consequential, punitive, or special damages, or lost profits.

f–g) We are not responsible for third-party sites or content linked from the Site and do not endorse or guarantee them. Your use of third-party content/sites is at your own risk.

10) Your Submissions

If you send us ideas, comments, testimonials, posts, survey responses, or other content, you grant KCC a **perpetual, worldwide, royalty-free, irrevocable, sublicensable** license to use, display, reproduce, modify, distribute, and create derivative works from your submissions in any media now known or later developed. You represent your submission doesn't infringe others' rights.

11) Indemnification

You agree to defend, indemnify, and hold KCC harmless from claims arising out of your use of the Site, your breach of these Terms, or violations of law (except to the extent a claim arises solely from KCC's violation of law or tortious conduct).

12) Nevada Notice

KCC is located at 4200 W. Charleston Blvd. **Las Vegas, NV** 89102. Charges made through the Site relate to certification and re-certification in wound care, sales professional wound care, and animal wound care certification. Questions/complaints: michelle@kalccedu.org or (877).299.6863.

13) Arbitration

Before filing a claim, you agree to send written notice (per Section 21) describing the issue and proposed resolution; we'll try to resolve it in good faith within **30 days**. If unresolved, either party may require **binding arbitration** before a single neutral arbitrator under the **AAA Commercial Rules** (and applicable consumer rules where relevant), except where inconsistent with these Terms. The arbitration will take place in **Las Vegas, Nevada**, or another location we both agree to, and may be conducted on documents only unless a telephonic or video hearing is requested. Frivolous claims may result in the asserting party paying arbitration costs. If arbitration is found unenforceable, disputes will be heard exclusively in state or federal courts in **Nevada** and the parties consent to jurisdiction and venue there. **Jury trial is waived.**

14) Class Action Waiver

All proceedings must be on an **individual basis**. No class, consolidated, or representative actions.

15) Injunctive Relief

KCC may seek injunctive or equitable relief in Nevada state or federal court to enforce these Terms or protect third-party rights. You consent to personal jurisdiction there for such relief.

16) Time Limit to Bring Claims

Any claim related to your use of the Site must be filed within **one (1) year** after it arises.

17) Governing Law

These Terms are governed by the **Federal Arbitration Act**, applicable federal law, and the laws of the **State of Nevada**, without regard to conflict-of-law rules. The Uniform Computer Information Transactions Act does not apply.

18) Language

These Terms are written in **English**, which controls for all purposes.

19) Force Majeure

We're not responsible for delays or failures caused by events beyond our reasonable control (e.g., natural disasters, war, labor disputes, government action, outages).

20) Assignment

You may not assign these Terms without our prior written consent. We may assign them without notice, including in a merger, acquisition, reorganization, or sale of assets. These Terms bind permitted successors and assigns.

21) Notices & Electronic Communications

Unless a section says otherwise, notices must be in writing and are deemed given upon: (a) personal delivery; (b) five business days after mailing; (c) one business day after email; or (d) two business days after recognized overnight courier.

Notices to KCC: **4200 W. Charleston Blvd. Las Vegas, NV 89102**; email:

Michelle@kalccedu.org.

Notices to you: to the email address you provided. Electronic communications satisfy legal "writing" requirements. Printed versions are admissible to the same extent as other business records.

22) Entire Agreement

These Terms (plus documents referenced here) are the **entire agreement** between you and KCC regarding the Site.

23) Miscellaneous

If any provision is found invalid or unenforceable, the rest remains in effect. We may choose not to enforce a provision without waiving our rights to enforce it later.