

Terms of Service and Professional Services Policy – KiND Institute Inc. | Institut KiND Inc. Version 1.1 – Effective June 24, 2026 – present

1. Merchant Information and Scope

These Terms of Service and Professional Services Policy govern access to and use of the website, services, consultations, workshops, subscriptions, plans, packages, educational resources, manuscript review services, research-support services, professional development services, and related offerings provided by KiND Institute Inc. | Institut KiND Inc. (“KiND Institute,” “we,” “our,” or “us”).

Website: www.kindinstitute.net

Email: info@kindinstitute.net

2. Acceptance of These Terms

By accessing the website, purchasing or using Services, submitting materials, booking consultations, registering for workshops or events, subscribing to plans or communications, creating an account, or otherwise engaging with KiND Institute, you confirm that you have read, understood, and agree to be legally bound by these Terms.

These Terms should be read together with our Privacy Policy, Refund & Cancellation Policy, any applicable service descriptions, purchase confirmations, and any additional written agreements that expressly apply to a Service. If you do not agree to these Terms, you must not use the website or Services.

3. Electronic Acceptance and Communications

Where you accept these Terms through a checkbox, electronic signature, online form, purchase confirmation, account registration, booking process, subscription enrollment, or similar method, that acceptance has the same legal effect as a handwritten signature to the fullest extent permitted by applicable law.

You consent to receiving Service-related notices, project communications, scheduling information, invoices, receipts, policy updates, legal notices, and other communications electronically. You are responsible for keeping your contact information accurate and for monitoring the email address associated with your account, booking, purchase, or project.

4. Eligibility and Authority

You represent and warrant that you have the legal capacity and authority to enter into these Terms, purchase or use the Services, and provide accurate and complete information to KiND Institute. If you act on behalf of an organization, institution, corporation, partnership, research group, government body, or other entity, you represent that you are authorized to bind that entity to these Terms.

5. Description and Nature of Services

KiND Institute provides educational, editorial, consultation, review, training, research-support, professional development, and related services. These may include writing and manuscript feedback, research design feedback, proofreading, copy-editing, formatting, consultations, workshops, training programs, subscription plans, service packages, and other services described on our website.

Unless expressly agreed otherwise in writing, the Services are intended to help clients improve, refine, evaluate, develop, organize, present, or strengthen their work. KiND Institute does not act as a publisher, journal, funding agency, legal advisor, financial advisor, medical advisor, mental health professional, regulatory authority, academic institution, licensing body, or governmental authority.

Any comments, edits, suggestions, analyses, recommendations, reports, observations, feedback, training materials, consultation advice, or other work product provided by KiND Institute are professional opinions based on the information supplied by the client and the circumstances known at the time the Services are delivered.

6. Client Responsibilities

Clients remain solely responsible for the accuracy, completeness, legality, ethics, and use of all submitted materials and all final decisions made in connection with the Services. This includes responsibility for facts, statistics, quotations, references, citations, research methods, permissions, approvals, institutional requirements, publication requirements, professional obligations, contractual obligations, regulatory requirements, and applicable laws.

Unless expressly agreed in writing, KiND Institute does not provide fact-checking, legal review, ethics review, compliance review, or certification of submitted materials. Clients are responsible for independently reviewing all work product and deciding whether and how to use any feedback or recommendations.

7. Academic Integrity, Research Ethics, and Acceptable Use

The Services are intended to support lawful, ethical, educational, editorial, research-support, and professional development purposes. Nothing in the Services authorizes plagiarism, academic misconduct, research misconduct, falsification or fabrication of information, misrepresentation, unlawful conduct, unethical conduct, fraud, deception, harassment, infringement of intellectual property rights, breach of confidentiality, or violation of institutional, professional, regulatory, or legal requirements.

Clients may not use the website or Services in a way that violates applicable law, harms others, distributes malware or harmful code, circumvents security measures, interferes with website or Service operation, or exposes KiND Institute, its directors, or consultants to legal, regulatory, reputational, operational, or security risks. KiND Institute may refuse, suspend, discontinue, restrict, or terminate Services where we reasonably believe a request or use may violate this section.

8. No Guarantee of Outcomes

KiND Institute does not guarantee publication, journal or publisher acceptance, grant approval, funding success, academic acceptance, degree completion, employment opportunities, professional advancement, peer-review outcomes, research outcomes, commercial success, regulatory approval, or any other specific academic, professional, institutional, financial, governmental, or commercial result.

Decisions by journals, publishers, funders, employers, academic institutions, regulators, clients, collaborators, and other third parties are outside KiND Institute's control. Refunds, credits, cancellations, chargebacks, disputes, or claims will not be granted solely because a desired outcome was not achieved.

9. Ownership and License for Client-Submitted Materials Not Created or Co-Created by KiND Institute

This section applies only to materials that a client submits to KiND Institute for review, feedback, editing, formatting, consultation, or other support where KiND Institute is not collaborating on, contributing original content to, co-authoring, co-creating, or otherwise creating the underlying work.

For those client-submitted materials, clients retain all ownership rights, copyrights, moral rights, intellectual property rights, proprietary rights, and other interests. Submitting those materials to KiND Institute does not transfer ownership to KiND Institute. By submitting those materials, clients grant KiND

Institute a limited, non-exclusive, revocable, royalty-free license to access, receive, store, review, analyze, process, edit, format, organize, transmit, and otherwise use them solely to the extent reasonably necessary to provide the requested Services and to support lawful recordkeeping, dispute resolution, compliance, and enforcement of legal rights. Any ownership, authorship, contribution, licensing, or use rights relating to work that KiND Institute collaborates on, contributes to, co-authors, co-creates, or creates must be addressed in a separate written agreement or applicable service-specific terms.

10. Client Representations About Submitted Materials

Clients represent and warrant that they own the submitted materials or have all rights, permissions, licenses, consents, and authority needed to submit them and to authorize KiND Institute to process them for the requested Services. Clients also represent that submitted materials and requested Services do not violate applicable laws, contractual obligations, intellectual property rights, confidentiality obligations, privacy obligations, research ethics requirements, institutional requirements, or third-party rights.

Where submitted materials include personal, confidential, proprietary, or third-party information, clients are solely responsible for ensuring that they have lawful authority to collect, use, disclose, submit, and authorize processing of that information.

11. Confidentiality and Security

KiND Institute recognizes the importance of confidentiality and will use reasonable administrative, technical, organizational, and operational safeguards designed to protect client materials, communications, consultations, project documents, and related information.

Confidential information may be disclosed with client authorization, as required by law, to authorized personnel or service providers involved in providing the Services, to professional advisors acting under confidentiality obligations, or where reasonably necessary to establish, exercise, defend, or protect legal rights.

No method of electronic storage, transmission, communication, or information processing can be guaranteed to be completely secure. KiND Institute does not guarantee absolute confidentiality, privacy, security, availability, or protection against all technological or cybersecurity risks. Clients are encouraged to keep independent backup copies of submitted materials.

12. Technology and Third-Party Providers

KiND Institute may use software, digital tools, automated systems, third-party platforms, infrastructure providers, payment processors, communication providers, cloud storage providers, scheduling systems, video conferencing services, analytics tools, and related technologies to deliver, administer, improve, and secure the Services.

The specific technologies and providers used may change over time. KiND Institute is not responsible for interruptions, outages, delays, limitations, failures, data loss, security incidents, or performance issues caused by third-party providers or circumstances beyond our reasonable control.

13. KiND Institute Intellectual Property

Unless expressly stated otherwise, the KiND Institute name, logos, branding, website content, graphics, educational materials, training materials, service descriptions, marketing materials, website design, software, and other proprietary content remain the exclusive property of KiND Institute or its licensors.

No ownership rights in KiND Institute intellectual property are transferred through use of the website or Services. Except as permitted by applicable law or with prior written authorization, clients may not reproduce, distribute, modify, publish, license, sell, or exploit KiND Institute intellectual property.

14. Disclaimer of Warranties

To the fullest extent permitted by applicable law, the website, Services, consultations, workshops, subscriptions, plans, packages, educational resources, reports, recommendations, feedback, editorial services, and related materials are provided on an “as-is” and “as-available” basis.

KiND Institute makes no express, implied, statutory, or other warranties regarding availability, uninterrupted operation, timeliness, accuracy of client-supplied information, completeness, suitability for a particular purpose, compatibility with third-party requirements, fitness for any academic, professional, institutional, or commercial objective, or achievement of any desired outcome.

Nothing in these Terms excludes warranties, guarantees, remedies, or rights that cannot legally be excluded, restricted, waived, or limited under applicable law.

15. Limitation of Liability

To the fullest extent permitted by applicable law, KiND Institute shall not be liable for indirect, incidental, consequential, special, exemplary, punitive, or similar damages arising from or relating to the website, Services, inability to access Services, delays, client or third-party decisions, publication outcomes, funding outcomes, employment outcomes, academic outcomes, professional outcomes, business opportunities, loss of profits, loss of revenue, loss of data, loss of goodwill, reputational harm, or business interruption.

To the fullest extent permitted by applicable law, KiND Institute’s total aggregate liability for any claim, dispute, proceeding, cause of action, or series of related events shall not exceed the total amount actually paid by the client for the specific Service giving rise to the claim. Where multiple Services are involved, liability shall not exceed the fees paid for the Services directly connected to the claim.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited under applicable law.

16. Indemnification

Clients agree to indemnify, defend, and hold harmless KiND Institute, its directors, officers, employees, contractors, consultants, reviewers, editors, affiliates, successors, and assigns from and against claims, demands, actions, proceedings, damages, losses, liabilities, judgments, penalties, costs, and expenses, including reasonable legal fees, arising from or relating to submitted materials, intellectual property disputes, alleged infringement, alleged defamation, violations of law, breaches of confidentiality, breaches of these Terms, misuse of Services, or acts or omissions of the client.

This section survives termination of these Terms.

17. Suspension, Refusal, Termination, and Force Majeure

KiND Institute may refuse, suspend, discontinue, restrict, or terminate Services where reasonably necessary to comply with legal obligations, protect confidentiality, protect intellectual property rights, address ethical or academic integrity concerns, prevent fraud or abuse, protect operational integrity or

security, protect staff, contractors, consultants, or clients, or protect legitimate business interests. Termination does not relieve clients of obligations accrued before termination.

KiND Institute shall not be liable for delays, interruptions, failures, or inability to perform Services resulting from circumstances beyond our reasonable control, including illness, natural disasters, utility failures, internet outages, cybersecurity incidents, government actions, labour disruptions, public health emergencies, transportation disruptions, acts of war, civil unrest, or other unforeseen events. Delivery schedules, deadlines, and performance obligations may be adjusted accordingly.

18. Consumer Rights and Mandatory Legal Protections

KiND Institute serves clients in multiple jurisdictions. Nothing in these Terms is intended to exclude, restrict, waive, or limit any consumer protection rights, privacy rights, language rights, statutory warranties, remedies, or other mandatory legal protections that cannot lawfully be excluded, restricted, waived, or limited. Where mandatory legal rights apply, those rights prevail to the extent required by law.

19. Governing Law and Jurisdiction

These Terms are governed by and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable in Quebec.

Subject to applicable consumer protection laws and mandatory legal requirements, disputes arising from or relating to these Terms, the website, or the Services shall be subject to the jurisdiction of the courts of Quebec, Canada. Nothing in this section limits rights that cannot legally be limited under applicable law.

20. General Terms

Failure by KiND Institute to enforce any provision of these Terms does not constitute a waiver of that provision or any other right. Any waiver must be made expressly and in writing.

If any provision of these Terms is determined to be invalid, illegal, unenforceable, or void, the remaining provisions remain in full force and effect. The invalid provision shall be interpreted, modified, or replaced to the minimum extent necessary to make it enforceable while preserving its intended purpose wherever legally permissible.

These Terms, together with the Privacy Policy, Refund & Cancellation Policy, service descriptions, purchase confirmations, and any additional written agreements expressly incorporated by reference, constitute the entire agreement between the parties regarding the Services and supersede prior discussions, understandings, representations, communications, and agreements relating to the subject matter addressed here.

21. Changes to These Terms

KiND Institute may revise these Terms from time to time. Updated versions will be published on the website and become effective upon publication unless otherwise specified. The version in effect at the time Services are purchased will generally govern that transaction unless otherwise required by law. Continued use of the website or Services following publication of revised Terms constitutes acceptance of those revisions where permitted by applicable law.

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22. Contact Information

Questions regarding these Terms may be directed to KiND Institute Inc. | Institut KiND Inc.

Website: www.kindinstitute.net

Email: info@kindinstitute.net

23. Acknowledgement and Agreement

By accessing the website, purchasing Services, submitting materials, scheduling consultations, registering for workshops or events, subscribing to plans or communications, creating an account, or otherwise engaging with KiND Institute, you acknowledge that you have read, understood, and agree to be bound by these Terms, together with the Privacy Policy and Refund & Cancellation Policy.