

Kwistech Terms of Service

Version 1.0 | Effective August 8, 2026 | Approved by John Kwisses, Owner | Applies to kwistech.ca

1. Agreement to these terms

These Terms of Service ("Terms") govern your access to and use of the website at kwistech.ca and any subdomains (the "Site"). The Site is operated by Kwistech ("Kwistech", "we", "us", "our"), a sole proprietorship owned and operated by John Kwisses in Alberta, Canada.

By accessing or using the Site, you accept these Terms and agree to be bound by them. If you do not agree, do not use the Site.

These Terms are a legal agreement between you and Kwistech. Please read them carefully.

These Terms do not govern client engagements

The Site is an informational website. It does not sell services, take orders, or create a client relationship.

If you engage Kwistech to perform work, that engagement is governed by a separate written agreement — such as a statement of work, proposal, or services agreement — signed by both parties. That agreement governs scope, fees, timelines, intellectual property in deliverables, confidentiality, warranties and liability for the work. Where that agreement and these Terms conflict, that agreement prevails for matters relating to the engagement.

Nothing on the Site, and no exchange of correspondence about the Site, creates a client relationship or a contract for services.

2. Eligibility

You may use the Site only if you are able to form a binding contract with us and are not barred from doing so under applicable law. If you use the Site on behalf of an organisation, you represent that you have authority to bind that organisation to these Terms, and "you" refers to both you and that organisation.

The Site is directed at businesses and is not intended for individuals under the age of majority in their province or country of residence.

3. Permitted use

We grant you a limited, personal, non-exclusive, non-transferable, revocable licence to access and view the Site for your own informational and business-evaluation purposes.

You may print or download individual pages for your own reference, provided you do not remove any copyright or proprietary notices.

4. Prohibited use

You agree not to:

- Use the Site for any unlawful purpose, or in violation of any applicable law or regulation

- Copy, reproduce, republish, distribute, sell, licence, or create derivative works from the Site or its content, except as expressly permitted in section 3
- Frame, mirror, or otherwise present the Site or its content as your own
- Use automated means — including robots, scrapers, crawlers or harvesting tools — to access, monitor or copy the Site or its content, except for search-engine crawlers operating in accordance with our published instructions
- Attempt to gain unauthorised access to the Site, its servers, or any connected system or network, or to probe, scan or test their vulnerability
- Interfere with or disrupt the Site, including by introducing malware, viruses, or any other harmful code, or by imposing an unreasonable load on our infrastructure
- Circumvent, disable or interfere with any security or access-control feature of the Site
- Use the Site to transmit unsolicited commercial communications, or to harvest email addresses or other contact information
- Reverse engineer, decompile or disassemble any part of the Site
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity

We may investigate any suspected breach of this section and cooperate with law enforcement.

5. Intellectual property

The Site and all of its content — including text, graphics, layout, design, logos, images, and the selection and arrangement of that content — is owned by Kwistech or its licensors and is protected by Canadian and international copyright, trademark and other intellectual property laws.

Kwistech Advantage™ and the Kwistech name and logo are trademarks of Kwistech. You may not use them without our prior written permission.

Third-party names, marks and frameworks referenced on the Site — including ExO™ and Massive Transformative Purpose, and standards such as the NIST Cybersecurity Framework and the NIST AI Risk Management Framework — are the property of their respective owners. Reference to them indicates the methodologies and standards we work with and does not imply any endorsement of, affiliation with, or certification by those owners.

Except for the limited licence in section 3, nothing in these Terms grants you any right, title or interest in the Site or its content.

Feedback

If you send us ideas, suggestions or feedback about the Site or our services, you grant us a perpetual, irrevocable, royalty-free, worldwide licence to use them for any purpose without obligation or compensation to you. Please do not send us confidential information through unsolicited correspondence.

6. Information only — no professional advice

Content on the Site is provided for general information about Kwistech and its services. It is not professional advice — technical, security, legal, financial or otherwise — and must not be relied on as such.

Descriptions of methodologies, frameworks and approaches are general in nature and do not account for your specific circumstances. Any reliance you place on Site content is at your own risk. Before acting on anything you read here, obtain advice appropriate to your situation.

We make no representation that the Site is accurate, complete or current. Content may be changed or removed at any time without notice.

7. Contacting us

The Site contains no forms. Where the Site invites you to get in touch, it does so by directing you to email us at info@kwistech.ca.

Sending us an email does not create a client relationship or oblige us to respond, accept an engagement, or keep the contents confidential in the absence of a written agreement. Do not send us confidential or sensitive information by email before an engagement is in place.

We handle information you send us in accordance with our Privacy Policy (section 11).

8. Payments

The Site does not process payments and does not offer anything for sale.

Where an engagement requires payment, invoicing and payment terms are set out in the applicable written agreement. Card payments are processed by Stripe, Inc. and are subject to Stripe's own terms and privacy policy. We do not collect or store full payment card numbers. We are not responsible for the availability, security or acts of Stripe or any other payment processor, although we select processors with appropriate safeguards.

9. Third-party links and services

The Site may contain links to third-party websites or resources. Those links are provided for convenience only. We do not control, endorse or assume responsibility for the content, privacy practices, or availability of any third-party site. Accessing a linked site is at your own risk and subject to that site's own terms.

10. Availability of the Site

We provide the Site on an "as available" basis. We may modify, suspend, restrict or discontinue the Site or any part of it at any time, with or without notice, and we are not liable to you for doing so.

We do not warrant that the Site will be uninterrupted, timely, secure or error-free, or that it will be free of viruses or other harmful components. You are responsible for maintaining your own protections, including up-to-date security software and backups.

11. Privacy

Our handling of personal information is described in the Kwistech Privacy Policy, published at kwistech.ca/privacy-policy.pdf, which forms part of these Terms. The Site does not use cookies, does not run analytics or tracking, and contains no forms — it does not collect personal information from visitors. Questions about privacy may be sent to privacy@kwistech.ca.

12. Disclaimer of warranties

To the maximum extent permitted by applicable law, the Site and all content on it are provided "as is" and "as available", without warranty of any kind, whether express, implied or statutory. We disclaim all implied

warranties, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, and any warranty arising from a course of dealing or usage of trade.

Some jurisdictions do not allow the exclusion of certain warranties. Where an exclusion is not permitted, it does not apply to you and our liability is limited to the minimum extent permitted by law. Nothing in these Terms limits any right you have under applicable consumer protection legislation that cannot lawfully be limited.

13. Limitation of liability

To the maximum extent permitted by applicable law, Kwistech and John Kwisses will not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any loss of profits, revenue, data, business, goodwill or anticipated savings, arising out of or in connection with your use of, or inability to use, the Site — whether based in contract, tort (including negligence), strict liability, statute, or any other theory, and whether or not we were advised of the possibility of such damages.

Our total aggregate liability arising out of or relating to the Site and these Terms will not exceed one hundred Canadian dollars (CAD \$100).

These limits apply to your use of the Site. Liability arising from a signed engagement is governed by the limitation of liability provisions in the agreement for that engagement.

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability for fraud or fraudulent misrepresentation.

14. Indemnity

You agree to indemnify, defend and hold harmless Kwistech and John Kwisses from and against any claim, demand, loss, liability, damage, cost or expense (including reasonable legal fees) arising out of or related to your use of the Site, your breach of these Terms, or your violation of any law or of the rights of a third party.

15. Suspension and termination

We may restrict or terminate your access to the Site at any time, without notice, if we believe you have breached these Terms or if we consider it necessary to protect the Site, our business, or other users.

Sections that by their nature should survive termination — including sections 5, 6, 12, 13, 14, 16 and 17 — survive.

16. Governing law and jurisdiction

These Terms and any dispute arising out of or relating to them or the Site are governed by the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta, without regard to conflict-of-laws principles.

You agree to the exclusive jurisdiction of the courts located in the Province of Alberta, Canada, for the resolution of any dispute, and you waive any objection to venue in those courts. This does not affect any right you may have to bring a claim in your local courts where applicable consumer protection law gives you that right.

The Site is operated from Canada. We make no representation that the Site or its content is appropriate or available for use in any other location. If you access the Site from elsewhere, you do so on your own initiative and are responsible for compliance with local law.

17. General

- **Entire agreement.** These Terms, together with our Privacy Policy, are the entire agreement between you and Kwistech regarding the Site and supersede any prior understanding on that subject.
- **Severability.** If any provision is found unenforceable, it will be modified to the minimum extent necessary or severed, and the remaining provisions stay in force.
- **No waiver.** Our failure to enforce a provision is not a waiver of our right to enforce it later.
- **Assignment.** You may not assign or transfer these Terms without our written consent. We may assign them in connection with a sale or reorganisation of the business.
- **No agency.** Nothing in these Terms creates a partnership, joint venture, employment or agency relationship between you and Kwistech.
- **Force majeure.** We are not liable for any failure or delay caused by events beyond our reasonable control.
- **Language.** The parties have requested that these Terms and all related documents be drawn up in English. Les parties ont demandé que ces conditions et tous les documents connexes soient rédigés en anglais.

18. Changes to these Terms

We may revise these Terms at any time. The version number and effective date appear at the top of this document, and the current version is always published on the Site.

We do not individually notify visitors of changes. By visiting or continuing to use the Site after a revised version is published, you accept the revised Terms. If you do not agree to a change, your remedy is to stop using the Site. We encourage you to review these Terms periodically.

19. Contact

General enquiries: info@kwistech.ca

Kwistech is a sole proprietorship operating in Alberta, Canada. We do not publish a mailing address; please contact us by email and we will provide correspondence details where required.