

KINTORTION™ ELECTRONIC GIFT VOUCHER TERMS & CONDITIONS

These Kintortion E -Gift Voucher Terms and Conditions (“Terms and Conditions”) apply in addition to the Terms of Use and Privacy Policy set forth on the Kintortionmethod.com website, which are expressly incorporated herein. For purposes of these Terms and Conditions, including the arbitration provision set forth below, the term “Kintortion” shall be interpreted broadly encompass Kintortion LLC, and any of its predecessors, successors, assigns, parents, subsidiaries, affiliates, and each of their respective officers, directors, shareholders, employees, and agents.

IMPORTANT: THESE TERMS AND CONDITIONS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND KINTORTION ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

1. Kintortion E-Gift Vouchers are non-refundable or transferable, and not redeemable for cash. Resale of Kintortion E-Gift Vouchers is strictly prohibited.
2. Kintortion E-Gift Vouchers can only be redeemed through Kintortion LLC at Kintortionmethod.com. Kintortion E-Gift Vouchers must be used within 1 year from the original purchase date.
3. Kintortion E-Gift Vouchers may be used as personal or business gifts, but may not be used in connection with any marketing, advertising or other promotional activities (including without limitation via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts).
4. Use of Kintortion’s name, logo, trade dress (including any image/likeness of the cards) or trademarks (or those of any of its subsidiaries or affiliates) in connection with the purchase or use of Kintortion E-Gift Vouchers is strictly prohibited. Furthermore, the use of Kintortion E-Gift Vouchers in any manner that states or implies that any person, website, business, product or service is endorsed or sponsored by, or otherwise affiliated with, Kintortion or any of its subsidiaries or affiliates is prohibited.
5. By purchasing Kintortion E-Gift Vouchers, you are certifying and representing to Kintortion that the activities in connection with which the Kintortion E-Gift Vouchers will be used will comply with these Terms and Conditions and all applicable laws, rules and regulations, and that the Kintortion E-Gift Vouchers will not be used in any manner that is misleading, deceptive, unfair or otherwise harmful to consumers or Kintortion. In addition, you agree to defend and indemnify Kintortion LLC and its subsidiaries and affiliates from and against any claims, expenses or liabilities made against or incurred by any of them in connection with your use of the Kintortion E-Gift Vouchers or violation of any of these Terms and Conditions.
6. Lost or stolen E-Gift Vouchers will not be replaced. Kintortion LLC shall not have liability to you for (i) lost or stolen Kintortion E-Gift Vouchers or (ii) use of any Kintortion E-Gift Vouchers by third parties. You are solely responsible for keeping your Kintortion E-Gift Voucher safe and in good standing for any activity conducted under your purchase transaction and account.
7. You may not consolidate or combine multiple Kintortion E-Gift Vouchers to purchase a new Kintortion E-Gift Voucher. Kintortionmethod.com does not consolidate or combine multiple E-Gift Vouchers into one gift card per customer requests.
8. Saving Kintortion E-Gift Voucher information to your account does not redeem the value of the Kintortion E-Gift Voucher. Saving the information makes the Kintortion E-Gift Voucher available for selection without entering the Kintortion E-Gift Vouchers until a service is booked.

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9. Kintortion E-Gift Vouchers purchased for 2 or 4 private online sessions must be booked within 1 term, which lasts the course of 4 consecutive weeks. Sessions may not be split up or extended over multiple terms or months.
10. Kintortion E-Gift Vouchers purchased for 2 or 3 homework programs must be booked consecutively. Programs may not be split up over multiple terms or years.
11. Once E-Gift Voucher purchase is completed, the original recipient will receive a personal email from kintortion@gmail.com within 1-3 days, which includes the voucher, detailed description and amount that you can forward or print out.
12. Please check your inbox, junk, spam and trash folders to find the E-Gift Voucher. If you do not receive your personal voucher within the 72 hour timeframe, you are agree to email us at kintortion@gmail.com.

Disputes & Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. This arbitration provision provides that you and Kintortion waive any right to file a lawsuit in court or participate in a class action for matters within its terms.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND KINTORTION (INCLUDING ANY PRODUCTS OR SERVICES OFFERED OR SOLD BY KINTORTION), WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL, SINGLE ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT KINTORTION AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. DISPUTE SHALL BE INTERPRETED AS BROADLY AS PERMITTED UNDER THE LAW AND SHALL COVER ANY CLAIMS THAT AROSE BEFORE THESE OR ANY PRIOR TERMS AND CONDITIONS. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; AS SET FORTH BELOW, CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The arbitrator will be selected by Kintortion LLC at the time of dispute. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. The arbitrator will follow these Terms and Conditions and his or her award will be final and binding. Notwithstanding any of the foregoing, nothing in these Terms and Conditions will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT, OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER KINTORTION CUSTOMERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY ON FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF PARAGRAPH IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION. NOTWITHSTANDING THE FOREGOING, IF A COURT DETERMINES THAT PUBLIC INJUNCTIVE RELIEF MAY NOT BE WAIVED AND ALL APPEALS FROM THAT DECISION HAVE BEEN EXHAUSTED, THEN THE PARTIES AGREE THAT THIS ARBITRATION PROVISION SHALL SURVIVE AND ANY CLAIM FOR PUBLIC INJUNCTIVE RELIEF SHALL BE STAYED PENDING ARBITRATION OF THE REMAINING CLAIMS.

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This arbitration provision shall survive any termination of these Terms and Conditions. Any amendments to this arbitration provision shall not affect any pending asserted claim or arbitration proceeding.

Applicable Law

The law applicable to the interpretation and construction of these Terms and Conditions in any arbitration shall be the Federal Arbitration Act, applicable federal laws, and the laws of the State of Nevada without regard to principles of conflicts of laws. If any dispute is found not to be arbitrable, then ordinary choice of law rules will apply in any court proceeding in which the matter is adjudicated.

Updates to Terms and Conditions

These Kintortion E-Gift Vouchers Terms and Conditions were last updated on the date set forth above. Kintortion may update these Terms and Conditions at any time. We recommend that you check these Terms and Conditions periodically for changes. In the event of a conflict between these Terms and Conditions and the Kintortionmethod.com Terms of Use, these Terms and Conditions will govern.

By submitting this payment, I affirm that I have fully read, understand, and agree to the Terms & Conditions of the E-Gift Voucher Purchase.