

Terms and Conditions

Agreement between User and visitors to the below website

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<https://www.kmd89.com/> is a for profit consulting Site.

I'm a veteran owned business that enhances the veteran's knowledge and understanding of the VA disability compensation claims process so the veteran may maximize their VA compensation benefits. We aim to EDUCATE veterans on the VA claims process to alleviate frustration and confusion to achieve the best outcome and due process their claim deserves.

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If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that KMD89 Consulting/KMD89 VA Claims Consulting is not responsible for third party access to your account that results from theft or misappropriation of your account. KMD89 Consulting/KMD89 VA Claims Consulting and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

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Indemnification

You agree to indemnify, defend and hold harmless KMD89 Consulting/KMD89 VA Claims Consulting, its officers, directors, employees, agents and third parties, for any losses, costs,

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Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. **THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.** Further, unless both you and KMD89 Consulting/KMD89 VA Claims Consulting agree otherwise, 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.

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and KMD89 Consulting/KMD89 VA Claims Consulting as a result of this agreement or use

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Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and KMD89 Consulting/KMD89 VA Claims Consulting with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and KMD89 Consulting/KMD89 VA Claims Consulting with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

KMD89 Consulting/KMD89 VA Claims Consulting reserves the right, in its sole discretion, to change the Terms under which <https://www.kmd89.com/> is offered. The most current version of the Terms will supersede all previous versions. KMD89 Consulting/KMD89 VA Claims Consulting encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

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Effective as of November 1, 2018