KAPTRA Website Terms of Use

Effective Date: 2026-10-25

Last Updated: 2026-11-13

---

1. Introduction

These Terms of Use govern your access to and use of the KAPTRA website, including getkaptra.com, the legacy website redirects at kaptra.ca and www.kaptra.ca, public documentation, marketing content, and other publicly accessible resources operated by KAPTRA Technologies ("Website").

By visiting or using the Website, you agree to be bound by these Terms of Use. If you do not agree, please discontinue use of the Website.

These Terms of Use apply to the Website only. They do not govern the KAPTRA platform, customer accounts, commercial engagements, assessment or runtime services, or any contractual relationship. Those matters are governed by separate instruments: the Platform Terms of Use (for platform access), the Master Services Agreement (for commercial engagements), and the applicable Statement of Work (for specific service engagements).

---

2. Who We Are

KAPTRA Technologies is the operating business name of 17888716 Canada Inc., a federally incorporated Canadian corporation. We operate as an operational intelligence platform under the brand name KAPTRA.

References in these Terms of Use to "KAPTRA," "we," "us," or "our" refer to 17888716 Canada Inc. operating as KAPTRA Technologies.

Our Website is accessible at getkaptra.com. The legacy website addresses kaptra.ca and www.kaptra.ca redirect to that site.

---

3. Scope of These Terms

These Terms of Use apply to:

- All visitors to the KAPTRA website, regardless of location or purpose
- All content published on the Website, including marketing pages, public documentation, blog posts, and informational resources
- All interactions with the Website's public-facing features, including contact forms

These Terms of Use do not apply to:

- Use of the KAPTRA platform by authenticated users: that use is governed by the Platform Terms of Use
- Commercial engagements, including assessment or runtime intelligence services: those are governed by the Master Services Agreement and applicable Statements of Work
- Any contractual obligations arising from a signed commercial agreement

If you are an existing KAPTRA customer or platform user, your use of the platform and services is governed by your commercial agreement and the Platform Terms of Use, not by these Website Terms of Use.

---

4. Website Content

The content published on the KAPTRA Website (including product descriptions, capability summaries, methodology descriptions, articles, and other materials) is provided for informational, educational, and marketing purposes.

Website content describes the KAPTRA platform and services at a general level. It is not professional advice, operational consulting, or a binding description of service deliverables. You should not rely solely on Website content when making business or technology decisions. Specific service capabilities, deliverables, and commitments are defined in commercial agreements and Statements of Work entered into with KAPTRA.

KAPTRA makes reasonable efforts to keep Website content accurate and current. However, we do not guarantee that all content is complete, current, or free from error at all times. We may update, correct, or remove content at any time.

4.1 Enquiries and Introductory Meetings

You may use the Website to request information about KAPTRA or an introductory discussion. An enquiry receipt, email response, or meeting arrangement does not create a customer account, authorize access to the platform, or establish a paid service engagement. Service scope, deliverables, fees, confidentiality arrangements, and commitments are agreed separately through the applicable instruments described in these Terms.

Please provide contact information that you are entitled to use. Do not submit customer operational datasets, passwords, sensitive personal information, or confidential service materials through a general enquiry or unsolicited email. Where those materials are needed, use the transfer process agreed with KAPTRA.

We may handle enquiries through business email, calendar, and CRM service providers as described in the Website Privacy Policy. Submitting an enquiry does not subscribe you to a newsletter or marketing list. If you cannot submit a website enquiry or need to follow up, email contact@kaptra.ca.

---

5. Intellectual Property

All content on the KAPTRA Website (including text, graphics, logos, brand elements, product descriptions, methodology descriptions, marketing materials, and documentation) is owned by or licensed to KAPTRA Technologies and is protected by applicable intellectual property law.

What you may do: You may view, read, and navigate Website content for your own personal and informational purposes. You may share links to publicly accessible pages on the Website.

What you may not do:

- Copy, reproduce, or redistribute Website content for commercial purposes without our written permission
- Use the KAPTRA name, brand, logos, or trademarks in a way that implies an endorsement, affiliation, or relationship that does not exist
- Represent KAPTRA's methodology, approach, or intellectual property as your own
- Scrape or systematically reproduce Website content in a way that creates a competing or derivative resource

If you are a member of the press, a partner, or have a legitimate reason to reference KAPTRA content beyond normal use, please contact us and we will discuss appropriate terms.

---

6. Acceptable Use

When using the KAPTRA Website, you agree not to:

- Use the Website for any unlawful purpose or in violation of any applicable law
- Attempt to gain unauthorized access to any part of the Website, its servers, or any systems connected to it
- Conduct security testing, penetration testing, or vulnerability assessments of the Website or its infrastructure without our prior written consent
- Introduce viruses, malware, or other harmful code to the Website
- Interfere with the operation of the Website or disrupt service for other visitors
- Use automated tools to scrape, index, or harvest Website content at a scale that impairs the Website's normal operation or availability
- Use the Website in a way that misrepresents your identity or your relationship with KAPTRA

We reserve the right to block or restrict access to the Website for any visitor who violates these terms.

---

7. Third-Party Links and Resources

The KAPTRA Website may contain links to third-party websites, resources, or services. These links are provided as a convenience and for informational purposes only.

KAPTRA does not control and is not responsible for the content, accuracy, availability, or privacy practices of any third-party website or resource. The inclusion of a link on the KAPTRA Website does not constitute an endorsement of the linked site or its content.

When you follow a link to a third-party site, you leave the KAPTRA Website and are subject to the terms and privacy policy of that third-party site. We encourage you to review those terms before providing any information to third-party services.

---

8. No Warranties

The KAPTRA Website is provided on an "as available" basis. To the fullest extent permitted by applicable law, KAPTRA makes no warranties, express or implied, regarding the Website, including but not limited to:

- That the Website will be available at all times or without interruption
- That Website content is accurate, complete, or current at any given moment
- That the Website is free from errors or technical defects
- That use of the Website will meet your particular requirements

We will make reasonable efforts to maintain Website availability and accuracy, but we do not guarantee uninterrupted access and we reserve the right to modify, suspend, or discontinue any portion of the Website at any time.

---

9. Limitation of Liability

To the fullest extent permitted by applicable law, KAPTRA Technologies (17888716 Canada Inc.) will not be liable for any damages arising solely from your use of, or inability to use, the KAPTRA Website.

This limitation applies to indirect, incidental, special, consequential, or punitive damages, including damages for lost profits, lost data, or business interruption, even if KAPTRA has been advised of the possibility of such damages.

This limitation of liability applies to the Website only and does not limit liability arising under any commercial agreement, Statement of Work, or other instrument governing KAPTRA's professional services.

Some jurisdictions do not permit the exclusion or limitation of certain types of liability. To the extent that such exclusions are not permitted in your jurisdiction, they will not apply to you.

---

10. Privacy

How KAPTRA collects, uses, and protects information obtained through the public website is described in our Website Privacy Policy, which is published at getkaptra.com and available on request.

The Website Privacy Policy covers all aspects of how we handle information you provide through the Website, including enquiry submissions, related business correspondence and introductory meeting arrangements, CRM enquiry records, web server logs, and any website analytics and browser preference storage that may be in use. It explains what analytics technologies KAPTRA currently uses, what visitor choices may be available regarding optional analytics, and what technologies are not in use.

By using the Website, you acknowledge that any information you provide (including through contact forms) is handled in accordance with the Website Privacy Policy. This acknowledgement is not a subscription to marketing communications or consent to optional analytics.

---

11. Changes to the Website

KAPTRA may, at any time and without notice:

- Modify, update, or remove any content on the Website
- Add or remove Website features or pages
- Discontinue any portion of the Website
- Redirect or reorganize Website pages and resources

We are not obligated to maintain any specific content, feature, or page on the Website indefinitely. If a change to the Website materially affects an active commercial engagement, we will address that through the applicable commercial agreement rather than through these Website Terms of Use.

---

12. Changes to These Terms

We may update these Terms of Use from time to time. When we make changes, we will update the **Last Updated** date at the top of this document. Material changes will also be reflected in the **Effective Date**.

Your continued use of the Website after an updated version of these Terms of Use is published constitutes your acceptance of the revised terms. If you do not agree with a revised version, you should discontinue use of the Website.

We encourage you to review these Terms of Use periodically to stay informed of any updates.

---

13. Governing Law

These Terms of Use are governed by and construed in accordance with the laws of the Province of New Brunswick and the applicable federal laws of Canada, without regard to conflict of law principles.

Any disputes arising from these Terms of Use or your use of the Website will be subject to the exclusive jurisdiction of the courts of the Province of New Brunswick, Canada.

---

14. Contact Information

If you have questions about these Terms of Use, wish to request permission to use KAPTRA content beyond normal personal use, or have any other enquiry, please contact us:

Legal enquiries: legal@kaptra.ca

General website enquiries: contact@kaptra.ca

Organization: KAPTRA Technologies (17888716 Canada Inc.)
