

## Terms & Conditions

These terms of use are entered into between you and the Balmorex Pro (the **“Company”**). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, this **“agreement”**), govern your access to and use of the Balmorex Pro websites, including any content, functionality, and services offered on or through the Balmorex Pro websites (collectively, the **“Website”**).

Please read this agreement carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to this agreement when this option is made available to you, you accept and agree to be bound and abide by this agreement and the Company’s Privacy Policy, found at <https://balmorex.pro/help/privacy.php>, incorporated by reference.** If you do not want to agree to this agreement or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18-years old or older. By using this Website, you state that you are of legal age to form a binding contract with the Company and meet all the foregoing eligibility requirements, if any. If you do not meet all these requirements, you must not access or use the Website.

#### Changes to the Agreement

The Company may revise and update this agreement on one or more occasions in its sole discretion. All changes are effective immediately when the Company posts them and apply to all access to and use of the Website from then on. But any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website after the posting of the revised agreement means that you accept and

agree to the changes. You are expected to check this page often, so you are aware of any changes, as they are binding on you.

#### Accessing the Website and Account Security

The Company may withdraw or amend this Website, and any service or material the Company provides on the Website, in its sole discretion without notice. The Company will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. On one or more occasions, the Company may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your Internet connection are aware of this agreement and comply with it.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You acknowledge that all information you provide to register with this Website or otherwise, including through the use of any interactive features on the Website, is governed by the [Privacy Policy](#), and you consent to all actions the Company takes with respect to your information consistent with the [Privacy Policy](#).

If you choose, or are provided with, a username, password, or any other piece of information as part of the Company's security procedures, you must treat this information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and will not provide any other person with access to this Website or parts of it using your username, password, or other security information. You will

promptly notify the Company of any unauthorized access to or use of your username or password or any other breach of security. You also will ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

The Company may disable any username, password, or other identifier, whether chosen by you or provided by the Company, at any time in its sole discretion for any or no reason, including if, in the Company's opinion, you have violated any part of this agreement.

#### Intellectual-Property Rights

The Website and its entire contents, features, and functionality (including all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement of it) are owned by the Company, its licensors, or other providers of that

material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

This agreement permits you to use the Website for your personal, noncommercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of those materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, noncommercial use and not for further reproduction, publication, or distribution.

- If the Company provides desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, noncommercial use, on condition that you agree to be bound by the Company's end user license agreement for those applications.
- If the Company provides social media features with certain content, you may take those actions as are enabled by those features.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of this agreement, your right to use the Website will stop immediately and you must, at the Company's option, return or destroy any copies of the materials you have made. No interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by this agreement is a breach of this agreement and may violate copyright, trademark, and other laws.

#### Trademarks

The Balmorex Pro, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use those marks without the Company's written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.



### Prohibited Uses

You may use the Website only for lawful purposes and in accordance with this agreement. You must not use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including any laws regarding the export of data or software to and from the US or other countries).
- To exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with common decency or applicable intellectual-property rights laws.
- To transmit, or procure the sending of, any advertising or promotional material without the Company's written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including by using email addresses or usernames associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by the Company, may harm the Company or users of the Website or expose them to liability.

Additionally, you must not:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without the Company's written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise try to interfere with the proper working of the Website.

#### Reliance on Information Posted

The information presented on or through the Website is made available solely for general

information purposes. The Company is not making any warranty about the accuracy, completeness, or usefulness of this information. Any reliance you place on that information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on those materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, or reporting services. All statements or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### Changes to the Website

The Company may update the content on this Website on one or more occasions, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and the Company is not required to update that material.

#### Information About You and Your Visits to the Website

All information the Company collects on this Website is subject to its [Privacy Policy](#). By using the Website, you consent to all actions taken by the Company with respect to your information in compliance with the [Privacy Policy](#).

#### Online Purchases and Other Terms

All purchases through the Website or other transactions for the sale of goods formed through the Website or as a result of visits made by you are governed by the Website's Terms of Sale, which are incorporated into this agreement.

Additional terms may also apply to specific portions, services, or features of the Website. Any additional terms are incorporated by this reference into this agreement.

#### Linking to the Website

You may link to the Website's homepage, on condition that you do so in a way that is fair and legal and does not damage the Company's reputation or take advantage of it, but you must not establish a link in a way that suggests any form of association, approval, or endorsement on the Company's part without the Company's express written consent.

#### Links from the Website

If the Website contains links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. The Company has no control over the contents of those websites or resources and accepts no responsibility for them or

for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for those websites.

#### Electronic Communications from the Website

By providing your email address, you consent to receiving electronic communications from the Company regarding your order. **You also consent to receiving certain other communications from the Company, including newsletters about new features and content, special offers, promotional announcements, and customer surveys via email.** You acknowledge that electronic communications you receive from the Company may contain links to third-party websites or resources. You acknowledge that the Company is not responsible or liable for (a) the availability or accuracy of those websites or resources; or (b) the content, products, or services on or available from those websites or resources. Links to those websites or resources do not imply

**any endorsement by the Company of those websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.**

#### Geographic Restrictions

The owner of the Website is based in the United States. The Company provides this Website for use only by persons located in the United States. The Company makes no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### Health Disclaimers

**Before using the Balmorex Pro, we recommend that you consult with your physician or other qualified health provider and receive medical permission to use the Balmorex Pro.**



Any references to physical or mental health on the Website constitutes an educational service consisting solely of general health information. The materials on the Website are provided “as is” and without warranties of any kind either express or implied.

**Not a Substitute for Professional Medical Advice or Treatment.** The Website’s content is not a substitute for direct, personal, professional medical care and diagnosis. None of the exercises or treatments (including products and services) mentioned on the Website should be performed or otherwise used without clearance from your physician or health care provider. The information contained within the Website is not intended to provide specific physical or mental health advice, or any other advice, for any individual and should not be relied on in that regard. Neither the Company nor its owner are medical professionals and nothing on this Website should be misconstrued to mean otherwise.

**Health Risks.** There may be risks associated with participating in activities mentioned on the Website. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with those activities.

**Injuries or Death.** You will hold the Website, its owner, agents, and employees harmless from all liability for all claims for damages due to injuries or death, including attorneys' fees and costs, incurred by you or third parties, arising out of or relating to the activities discussed on this Website, excepting only claims for gross negligence or intentional tort.

#### Disclaimer of Warranties

You understand that the Company cannot and does not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular

requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. **To the greatest extent provided by law, the Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any website linked to it.**

**Your use of the Website, its content, and any services or items obtained through the Website is at your own risk. The Website, its content, and any services or items obtained through the Website are provided “as is” and “as available,” without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company is making any warranty or**

representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website. Neither the Company nor anyone associated with the Company represents or warrants that the Website, its content, or any services or items obtained through the Website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components, or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

To the greatest extent provided by law, the Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, noninfringement, and fitness for particular purpose.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

#### Limitation on Liability

**To the greatest extent provided by law, in no event will the Company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website, any websites linked to it, any content on the Website or those other websites or any services or items obtained through the Website or those other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. In addition, the Company is not liable for any spam emails that come from a third party claiming to be the Company or its**

**owner. Nor will the Company be liable for any spam emails from third parties promoting our products.**

**The foregoing does not affect any liability that cannot be excluded or limited under applicable law.**

#### Indemnification

You will defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this agreement or your use of the Website, including your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in this agreement or your use of any information obtained from the Website.

#### Governing Law and Jurisdiction

Michigan law governs all matters relating to the Website and this agreement and any dispute or claim arising from or related to it (in each case, including non-contractual disputes or claims) without giving effect to any choice or conflict of law provision or rule (whether of Michigan or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, this agreement or the Website not subject to arbitration will be instituted exclusively in the federal courts of the United States located in the state of Michigan or the state courts of the state of Michigan, although the Company may bring any suit, action, or proceeding against you for breach of this agreement in your country of residence or any other relevant country. You waive all objections to the exercise of jurisdiction over you by those courts and to venue in those courts.

#### Arbitration

**At the Company's sole discretion, it may require you to submit any disputes arising from this agreement or the use of the Website, including disputes arising from or concerning the interpretation, violation, invalidity, nonperformance, or termination of this agreement, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Michigan law.**

#### Class Action Waiver

**All claims arising out of or relating to this agreement or the Website must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless the Company agrees otherwise, the arbitrator must not consolidate more than one person's claims.**

#### Limitation on Time to File Claims

**Any cause of action or claim you may have arising out of or relating to this agreement or the Website**



**must be commenced within one year after the cause of action accrues, otherwise, that cause of action or claim is permanently barred.**

#### Waiver and Severability

No waiver by the Company of any term stated in this agreement will be deemed a further or continuing waiver of that term or a waiver of any other term, and any failure of the Company to assert a right or provision under this agreement will not constitute a waiver of that right or provision.

If any provision of this agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, that provision will be eliminated or limited to the minimum extent so that the remaining provisions of this agreement will continue in full effect.

#### Anti-Spam Policy

Internet user privacy is of paramount importance to <https://balmorex.pro> and our customers. We support

the protection of client and consumers' privacy rights as a fundamental element of our business. Since personal privacy integrity is at the very core of our business, our success depends on our ability to maintain the trust of the people viewing our products. To this end, we have two overriding policies:

#### A. Message Recipient Policy

Before clients can receive <https://balmorex.pro>'s messages, advertising or promotions, client must have agreed to receive such messages. Any recipient may request at any time to be removed from our list, and we will comply with that request. In addition, we will thoroughly investigate any allegations made by recipients relating to unsolicited messages.

#### B. You can unsubscribe at any time

We require that each e-mail message sent out from <https://balmorex.pro> includes an easy way for subscribers to remove themselves via an unsubscribe

link. If you wish to stop receiving any of our emails in the future, just [CLICK HERE](#) to be added to our Secure \*Do Not Email Me\* List.

### C. Definition of Spam

Spam is unsolicited email sent in bulk. Any promotion, information or solicitation that is sent to a person via e-mail without their prior consent, where there is no pre-existing relationship between the sender and the recipient, is spam.

### D. Examples of Spam

- Any e-mail message that is sent to a recipient who had previously signed up to receive newsletters, product information or any other type of bulk email but later opted-out by indicating to the sender that they did not want to receive additional email, then that email is spam.
- Any e-mail message that is sent to recipients that have had no prior association with the organization

or did not agree to be e-mailed by the organization is spam.

- Any e-mail message that is sent to a recipient without a way for a person to opt-out or request that future mailings not be sent to them, is spam
- Any email message that does not have a valid email address in the From Line is spam.
- Any email message that contains any false or misleading information in the header, subject line or message itself is spam.
- Any email message that promotes an adult web site is spam, unless the recipient has specifically requested information from that web site.
- Any message that is sent to e-mail addresses that have been harvested off of web sites, newsgroups, or other areas of the Internet is spam.

E. Policy against advertising our website using unsolicited email messages

We require that all e-mails promoting <https://balmorex.pro> or its products are sent only to clients who have agreed to receive such messages.

We prohibit any advertising of our brand and Web site using unsolicited email messages. Not complying with this policy will cause partnership termination and/or affiliate account termination. If you feel you've been sent unsolicited emails promoting our brand or website and would like to register a complaint, please email our abuse department ([support@balmorex.pro](mailto:support@balmorex.pro)). We will immediately investigate all allegations made related to unsolicited messages.

#### Entire Agreement

These terms and conditions, including the policies incorporated herein by express reference, constitute your entire agreement with us with respect to your use of our website.