

TERMS OF USE

Introduction & Acceptance

By accessing or using the Bio Blasting, Inc. (“Bio Blasting”) website (the “Site”) or any services provided through it, you agree to these Terms of Use. If you do not agree, do not use the Site.

Geographic Scope, Eligibility & Age Requirements

This Site is intended for use by residents of the United States. We make no representation that the Site or its content are appropriate outside the U.S., and access from other locations is at your own initiative and risk. General browsing is permitted for individuals 13 years or older; however, you must be at least 18 years old to register an account, make purchases, or participate in programs offered by Bio Blasting.

Account Accuracy & Security

You agree to provide accurate, current, and complete information when creating an account or making a purchase and to keep your information up to date. You are responsible for safeguarding your login credentials and for all activity under your account. Bio Blasting is not responsible for losses arising from unauthorized use of your account where you failed to maintain reasonable security. We may suspend or terminate accounts for false, incomplete, or misleading information, or for security reasons.

Privacy Policy Incorporation

Your use of the Site is also governed by our Privacy Policy. By using the Site, you acknowledge that you have read and understand our Privacy Policy and consent to practices described there to the extent permitted by law.

License to Use the Site

Bio Blasting grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for your personal, non-commercial use. All rights not expressly granted are reserved by Bio Blasting.

Intellectual Property

All content on the Site—including text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code—is owned by or licensed to Bio Blasting and is protected by intellectual property and other laws. You may not copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute any part of the Site without our prior written permission.

User Content & License If you submit, upload, or post content to the Site (“User Content”), you represent that you have all necessary rights to do so. You grant Bio Blasting a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, transferable, and sublicensable license to host, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content in connection with operating, improving, and promoting the Site and our business. To the extent permitted by law, you waive any moral rights you may have in the User Content. We may remove or disable access to any User Content at our discretion.

Prohibited Conduct & Content

You agree not to misuse the Site. Without limitation, you must not:

- Use the Site for fraudulent, unlawful, or harmful purposes;
- Post or transmit content that is illegal, defamatory, harassing, obscene, hateful, discriminatory, or invasive of others’ privacy;
- Impersonate any person or entity, or misrepresent your affiliation;
- Distribute viruses, malware, or other harmful code, or attempt to interfere with Site security or operations;

- Engage in scraping, data mining, or automated data collection without our written consent;
- Infringe or violate the intellectual property, privacy, or publicity rights of others;
- Send unsolicited commercial messages or spam;
- Attempt to gain unauthorized access to accounts, systems, or networks;
- Remove or alter any proprietary notices on the Site;
- Reverse engineer, decompile, or otherwise attempt to extract source code except as permitted by law;
- Use the Site in a manner not expressly permitted by these Terms.

Indemnification

You agree to defend, indemnify, and hold harmless Bio Blasting, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected to your use of the Site, your User Content, or your violation of these Terms or applicable law.

Errors, Availability & Corrections

We strive to provide accurate and current information, but the Site may contain typographical errors, inaccuracies, or omissions (including with respect to product descriptions, pricing, or availability). We reserve the right to correct any errors and to change or update information at any time without prior notice. We do not guarantee uninterrupted or error-free operation of the Site.

Third-Party Links & Services

The Site may contain links to third party websites or services. We do not control and are not responsible for the content, policies, or practices of third parties. Accessing third party sites is at your own risk and may be subject to those sites' terms and policies.

Independent Representatives & Confidentiality (If Applicable) If Bio Blasting engages independent representatives or affiliates under separate written agreements, those parties may be granted access to certain confidential or proprietary information for limited business purposes. Such information remains the exclusive property of Bio Blasting and must be used and safeguarded strictly in accordance with the applicable agreement. Nothing in these Terms grants any rights to confidential information to site users generally.

Termination & Survival

We may suspend or terminate your access to the Site, with or without notice, if we believe you have violated these Terms or for any other lawful reason. Upon termination, your license to use the Site ends immediately. Provisions that by their nature should survive (including intellectual property, disclaimers, limitations of liability, indemnification, dispute resolution, and governing law) will survive termination.

Binding Arbitration & Class Waiver

Except for (i) small claims actions that qualify in a court of limited jurisdiction and (ii) claims for injunctive relief for intellectual property infringement, any dispute arising out of or relating to these Terms or the Site will be resolved by binding individual arbitration. You and Bio Blasting waive the right to a jury trial and to participate in class or representative actions. You may opt out of this arbitration agreement by sending written notice to the address in the Contact section within 30 days of first accepting these Terms.

Warranty Disclaimer

THE SITE AND ALL CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. BIO BLASTING DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIO BLASTING WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

Notice of IP Infringement (DMCA Style Procedure)

Bio Blasting respects intellectual property rights. If you believe that content on the Site infringes your rights, please send a notice to the email or mailing address in the Contact section with the following information:

- A physical or electronic signature of the rights holder or person authorized to act on their behalf;
- Identification of the work protected by intellectual property rights that you claim has been infringed, or, if multiple works are covered, a representative list of such works;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- Your contact information (name, address, telephone number, and email address);
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent, or the law;
- A statement that the information in the notice is accurate and, under penalty of perjury, that you are the rights owner or authorized to act on the owner’s behalf.

Changes to Terms

We may update these Terms from time to time. Changes are effective when posted on the Site, unless a later effective date is stated. Your continued use of the Site after changes become effective constitutes your acceptance of the updated Terms.

Governing Law & Venue

These Terms are governed by the laws of the State of New Jersey, U.S.A., without regard to conflict of law rules. Subject to the arbitration provision above, any disputes shall be brought exclusively in the state or federal courts located in Atlantic County, New Jersey.

Contact

If you have any questions or comments regarding these Terms, please:

Email: compliance@bioblasting.com