

TERMS AND CONDITIONS POLICY

BrightWave Myofascial Release

<https://www.brightwavemfr.com>

Welcome to **BrightWave Myofascial Release's** website. By website, we ("**BrightWave Myofascial Release**," "Us," "Our," "Company") include Our website, Our mobile website, and any content downloadable from or attached to Our website, all collectively referred to herein as "Website." By accessing Our Website, you consent to and agree to be bound by the following Terms and Conditions, including Our Privacy Policy and Disclaimer, incorporated herein. Any other supplemental terms associated with the sale of services or products through Our website are expressly incorporated herein as well.

The following Terms and Conditions govern your use of Our Website. These Terms and Conditions are a legally binding agreement between you and **BrightWave Myofascial Release**. If you do not agree to these Terms and Conditions, you are not permitted to use this site and must discontinue use immediately.

I. AGE

This site is not intended for users under the age of 18 years old. If you are not 18 years of age, you are not permitted to register for or use Our site.

II. REGISTRATION FOR OUR WEBSITE

You may be required to register for Our Website in order to schedule appointments, make purchases, and/or access certain content. By registering for Our Website, you agree that:

1. You are at least 18 years old
2. You have not provided a false name, email address, or other false personal information, nor have you entered the personal information of another individual
3. Your username and password are personal to you and you will not share them with anyone else
4. You will not interfere with the operation of Our Website.
5. We have sole discretion to delete your account at any time in the event you breach this Terms and Conditions policy.

If you wish to delete your account, please email Us at **kelly@brightwavemfr.com**.

III. CHANGES AND MODIFICATIONS TO POLICY

We reserve the right to make changes to these Terms and Conditions at any time, without notice to you. You are advised to review Our website Terms and Conditions periodically. When we make changes to these Terms and Conditions, we will update Our “Last updated” date to notify you of said changes. By continuing to use Our Website, you are consenting to any modifications to Our Terms and Conditions.

IV. SITE INTERRUPTIONS

We do not guarantee that Our Website will be available at all times. We may experience problems, or Our Website may be temporarily down for maintenance purposes, that may result in your inability to use Our website. You agree that we are not liable or responsible for any damages stemming from your inability to access Our Website.

V. INTELLECTUAL PROPERTY RIGHTS

We welcome and encourage your use of Our Website, but Our Website is Our property. Any content on Our Website, provided by Our Website or composing Our Website, in any form, is owned by Us and protected by all applicable copyright and trademark laws. Any content includes all website design, software, databases, functionality, marks, photographs, graphics, text, videos and all other media and sOurce code, on Our Website, through Our Website, or provided by Our Website, including such content as downloads from Our Website, newsletters provided by Our Website, or any of Our digital products or services (collectively henceforth, “Content”). All Content is provided for informational use only. All Content is provided as-is, for your personal, non-commercial use only, unless otherwise stated.

When you use Our Website, we are granting you a limited revocable license. This limited license gives you access to Our Website and Content for your personal use only. This license is not transferable by you.

You are not permitted to duplicate, reproduce, sublicense, reassemble, upload, change, post, transmit, transfer, distribute, sell, license, display, republish, create derivative works or alter Our Website or Content in any way without prior written approval from Us.

We reserve all rights in Our Website and Content not expressly granted to you.

VI. LAWFUL USE OF OUR WEBSITE

By using Our Website, you are agreeing to not display, upload, post, distribute or send to Us or Our Website any Content which:

1. Is unlawful or violates the rights of others
2. Advocates unlawful conduct or refers in any way to unlawful conduct
3. Is defamatory, discriminatory, offensive, disparaging, profane, harassing, pornographic or threatening

4. Could be considered an advertisement or promotion of your goods and services, without prior express written authorization from Us.

In addition, you agree not to:

1. Use the Website in any manner inconsistent with its intended purpose, or with applicable laws and regulations
2. Upload, distribute or otherwise transmit spyware, viruses or data mining
3. Use Our Website in any manner which could damage or overburden it
4. Use any automatic or manual process, software or device for the purpose of copying Our Website
5. Participate in any unauthorized linked to or framing of the Website
6. Otherwise interfere with the operation of Our Website.

VII. COMMENTS ON OUR WEBSITE

In certain sections of Our Website and on Our social media platforms, you are permitted to comment, post content or suggestions, or ask questions (collectively, "Comments"). You agree that your Comments are not confidential, may be viewable both to other Website users and third- party websites, and are Our sole property.

By posting your Comments on Our Website, you warrant you have the right to grant Us an unrestricted, irrevocable, exclusive, royalty-free, transferable right and license to use, copy, publish, host, transmit and distribute your Comments for any lawful purpose, without notice, attribution to you, or compensation. You waive all moral rights and intellectual property rights in your Comments. You are responsible for your Comments and agree that we are not liable nor responsible for your Comments. You agree that we have sole discretion to remove any Comments that violate these Terms and Conditions.

In addition to the conditions outlined in the "Lawful use of Website" section, you agree that:

1. You are the owner or have the necessary permission or licenses to any Comments you post on Our Website or social media platforms.
2. Should you not have the right to all or any part of your comments, you agree we are not liable nor responsible for any misappropriation or infringement of any right in your Comments.
3. Copying, downloading, transmitting or distributing all or any part of your Comments will not infringe the intellectual property rights of any third party.
4. Your Comments do not violate the privacy rights of any third party.
5. Your Comments do not link to any material that violates any provision of these Terms and Conditions.
6. Your Comments do not in any way other than stated in these Terms and Conditions violate these Terms and Conditions or any applicable laws or regulations.

7. We may remove any Comments that violate Our Terms and Conditions or any applicable laws and regulations, without any notice to you.

VIII. PRODUCTS AND SERVICES FOR SALE ON OUR WEBSITE

Products

All products for sale on Our Website are subject to availability and we cannot guarantee a particular product will be available at any given time. Your electronic display of Our products may not accurately reflect the details of Our products. We cannot guarantee that descriptions and details about Our products are accurate, adequate and complete. We reserve the right to discontinue products at any time, and Our prices are subject to change at any time, even without notice. We also reserve the right to limit quantities of Our products purchased per user. We reserve the right to refuse any order placed and correct any errors in pricing, even if we have already received payment from you.

Services

All services for sale on Our Website are subject to availability. We make every effort to keep Our Website and service offerings current, but we cannot guarantee a specific service will be available to you at any given time. We also cannot guarantee that descriptions and details about Our services are accurate, adequate and complete. We reserve the right to change the pricing of Our services at any time, or correct errors in pricing without prior written notice to you, even if you have already initiated payment to Us or we have received payment from you. We also reserve the right to refuse or cancel any services order.

IX. PAYMENT TERMS

We accept **Visa, Mastercard, Discover and AmeEx**. Financial transactions are conducted through third party payment systems and are governed by third party payment systems's terms and conditions. These terms and conditions are available on each payment processor's website. By initiating a purchase of Our products or services, you warrant that you have the authority and rights to use your payment method, you have provided accurate information so we can complete your purchase and contact you as needed, you authorize Us to to charge your chosen method of payment, and you agree to pay all charges listed and any applicable shipping fees. By completing a purchase of Our products or services on Our Website, you release Us and Our third party payment processors from any claims and damages resulting from your purchase.

In completing your purchase, we and any third party payment processors may collect and process your personal information (see Our Privacy Policy for more information on collection of personal information) in order to fulfill your purchase.

X. RETURN/REFUND POLICY

All sales of products or services from this website are final. Our digital products are instant downloads and are not returnable. We do not issue any refunds for any reason.

XI. REVIEWS AND RATINGS

Our Website allows you to leave reviews of Our products or services. By posting a review, you are granting Us a non-exclusive, assignable, royalty-free license to display, distribute, transmit, transform or otherwise use any content posted in your review. You agree that We may remove or reject reviews at Our sole discretion. You also agree that reviews do not constitute endorsements by Us or any of Our third party affiliates or advertisers.

In addition to the terms outlined in “Lawful use of Our Website,” your reviews:

1. Must be based on your personal experience with the item being reviewed
2. Must not be false or misleading.

We reserve the right to remove any review or rating We reasonably believe is unfair, inaccurate, or unduly disparaging.

XII. LINKING TO OUR WEBSITE

We permit you to link to Our Website, provided that:

1. You attribute, indicating Us as the proprietor, and providing a link to Our Website
2. Your Website does not in any way promote or engage in unlawful conduct or conduct that violates the provisions of Our Terms and Conditions herein
3. You agree not to frame Our Website or otherwise alter its appearance
4. Your linkage to Our Website is from a website you own all intellectual property rights to
5. You agree linking to Our Website does not grant you a license to or any proprietary rights in Our website.
6. Your linkage and any associated comments with that linkage do not suggest your linkage to Our Website is an endorsement by Us of your website or any products or services promoted by your website, and other third parties linked to your website, your website’s affiliates, and/or your website’s advertisers
7. Your linkage and any associated comments with that linkage do not suggest any form of association with Us, without Our prior written approval
8. You agree that you will remove any links to Our Website immediately upon Our request.

XIII. THIRD-PARTY WEBSITES

Our Website may contain links to third party websites. If you choose to click on a third-party website from Our Website, you leave Our Website and are no longer bound by Our Terms and Conditions. We are not liable or responsible for any of the content, practices or conduct of any third-party websites linked to Our Website. We are not liable for any damages resulting from your use of a third-party website linked to Our Website.

XIV. NO JOINT VENTURE OR EMPLOYMENT RELATIONSHIP FORMED

Your use of this Website does not in any way form a joint venture, partnership, employment, or agency relationship with this Website or Company.

XV. NO WARRANTIES

Your use of Website and Content is voluntary and at your own risk. All information on this Website and Content, including any products or services, are on an "as is" basis. We make no representations or warranties of any kind, express or implied, as to the information, Content, products and services provided on or through Our Website. We disclaim all warranties, to the fullest extent permitted by law.

XVI. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOUR USE OF OUR WEBSITE, CONTENT, AND ANY PRODUCTS AND/OR SERVICES PROVIDED BY US THROUGH WEBSITE IS VOLUNTARY AND ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO WEBSITE, CONTENT, PRODUCTS, AND/OR SERVICES AVAILABLE TO YOU THROUGH WEBSITE UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF WEBSITE AND CONTENT IS AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE, CONTENT, PRODUCTS, AND/OR OTHER SERVICES INCLUDED ON WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE ARE NOT LIABLE NOR DO WE ACCEPT RESPONSIBILITY FOR ANY DAMAGES OR LOSSES OF ANY KIND ARISING FROM THE USE OF WEBSITE, CONTENT, PRODUCTS, AND/OR SERVICES AVAILABLE TO YOU THROUGH WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

XVII. INDEMNIFICATION

You agree to defend, indemnify and hold harmless, Company, Our Website, Our employees, agents, affiliates, successors, joint venture partners, and any other parties working with Us, from all demands, claims, damages, losses, demands, actions, costs, expenses and judgments, arising out of your Comments, your use of Our Website, your violation of any of Our Terms and Conditions, and your breach of any of your obligations or warranties under the Terms and Conditions.

We will make reasonable efforts to notify you of any action subject to this indemnification.

XVIII. COPYRIGHT INFRINGEMENT

If you believe that Our Website infringes on a copyright you own, please notify Us at kelly@brightwavemfr.com.

XIX. TERM AND TERMINATION

You are bound by these Terms and Conditions as long as you continue to use Our Website. If you have registered for a user account, you can contact Us at kelly@brightwavemfr.com to terminate your user account. We reserve the right, without limiting any other provision in these Terms and Conditions, in Our discretion, to deny anyone who violates any provision of these Terms and Conditions, or any applicable law or regulation, access to this Website at any time.

XX. INTERNATIONAL USERS

Our company is owned and operated in **Illinois** in **United States of America** and Our Website and these Terms and Conditions are controlled by applicable laws in this jurisdiction. We do not represent or warrant that Our Website, products, or services are available or appropriate outside of **United States of America**. If you use this Website from a location outside of **United States of America**, you agree to abide by your country's applicable laws as they relate to accessing Our Website.

XXI. DISPUTES, GOVERNING LAW, AND ARBITRATION

By Using Our Website, you waive your right to bring any claims arising out of your use of Our website, products and services. In the event of a dispute, you consent to binding arbitration in **Illinois, United States of America**.

If for any reason, any dispute is not resolved in arbitration, the dispute will be litigated in the courts of **Illinois** here of **United States of America**.

XXII. SEVERABILITY

If any portion of these Terms and Conditions is deemed to be void or unenforceable, that portion is severable from these Terms and Conditions and does not impact the enforceability of the remainder of these Terms and Conditions.

XXIII. ENTIRE AGREEMENT

These Terms and Conditions, along with Our Disclaimer and Privacy Policy, constitute the entire agreement between you and **BrightWave Myofascial Release**.

XXIV. CONTACT

If you have any questions about Our Terms and Conditions policy, please contact Us at: **kelly@brightwavemfr.com**.

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