

These Website Terms of Use (“**Terms**”) govern your access to and use of the websites and mobile application (collectively, the “**Site**”), made available to you by Bode Pro (“**Bode Pro**,” “**we**,” “**us**,” or “**our**”).

**BY ACCESSING OR USING THE SITE, YOU (“YOU”) AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR USE THE SITE.**

**We may modify these Terms at any time. All changes will be effective immediately upon posting to the Site. Material changes will be conspicuously posted on the Site or otherwise communicated to you. By using the Site after changes are posted, you agree to those changes.**

1. **PRIVACY POLICY.** We may collect certain personal information about you and about your use of the Site as described in our Privacy Policy, which is incorporated into these Terms. The Privacy Policy describes our information collection, use, and sharing practices. If you do not agree to any terms in our Privacy Policy, do not access or use the Site.
2. **CONTENT.** The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, documentation, other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, the “**Content**”) are exclusively the property of Bode Pro or, as applicable, its vendors or licensors. Except for the rights expressly granted to you in the next section, Bode Pro reserves all other rights in and to the Site and Content, including all intellectual property rights.
3. **USE RIGHTS.** You may only use the Site or Content for your personal, non-exclusive use in the United States, so long as you comply with these Terms, the Privacy Policy, all other terms posted throughout the Site as applicable to you (if any), and all applicable laws. You may only use the Site and the Content for their intended purposes for which they are made available to you by Bode Pro.
4. **PURCHASE AND ENROLLMENT TERMS.** You are responsible for providing a valid credit card number or account information with available credit at time of purchase. You represent and warrant that you are an authorized user of the credit card or account information. You are responsible for payment of any applicable federal, state, local and city taxes. You are responsible for payment of shipping and handling charges. Taxes and shipping and handling charges may be included on your order invoice depending on your jurisdiction and what has been ordered.
5. **RETURN POLICY.** If for any reason you are dissatisfied with any Bode Pro product, you may return that product to Bode Pro and request a refund for the amount of the purchase price of the product (less shipping and handling) if requested within 30 days from the date of purchase. You shall pay return shipping and handling charges. Such refunds shall be according to Bode Pro’s Policies and Procedures (“**Policies**”). If you work with Bode Pro as an influencer of Bode Pro products (“**Influencer**”) and you cancel your Influencer business you can return marketable products that you purchased within one (1) year of your cancellation for a 100% refund, less shipping and handling. Products are not marketable if they are unusable (shelf life has passed or product has been opened or damaged), or they were sold as seasonal, discontinued, or special promotion products. You must follow the same procedure for other returns, including calling customer service to obtain a return merchandise authorization number (RMA) before shipping the product back.
6. **INTELLECTUAL PROPERTY RIGHTS**  
The Site and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to Bode Pro or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law.

## 7. TRADEMARKS

Bode Pro owns certain trademarks, names, logos, insignia, or service marks (“**Marks**”). You do not have the right to use any Marks except as expressly agreed to in writing by Bode Pro. In addition, the Site may contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms grants to you any rights in or to those third-party marks or materials without such third-party’s consent.

8. **COMPLIANCE WITH LAWS.** In connection with your access to and use of the Site, you are responsible for complying with all applicable laws, regulations, and rules of all relevant jurisdictions, including all applicable rules regarding online conduct.

9. **CHILDREN.** The Site is not directed at children under the age of thirteen (13) years old. If you are under thirteen (13) years old, you must immediately stop using the Site.

10. **VIRUSES.** You must use up-to-date, commercially standard, anti-virus software on any computer or device used by you to access the Site. We are not liable for any virus you might receive from our Site or links on our Site, and you access our Site at your sole risk.

## 11. ACCOUNTS

You may set up an account with us for use of the Site (“**Account**”). To set up an Account, you will be asked to provide your name, e-mail address, phone number, mailing address, and a password. You also must acknowledge and agree to these Terms to create an account. You must provide accurate information when setting up an account and keep all account information current.

You are responsible for maintaining the confidentiality of your Account and password. You are solely responsible for all uses of your password and Account, including any unauthorized use. You agree to: (a) keep your password confidential and not share it with anyone else, and (b) immediately notify us of any unauthorized use of your password or Account.

You acknowledge and agree that we are authorized to act on instructions received through use of your password and Account, and that we may, but are not obligated to, deny access or block any transaction made through use of your password or Account without prior notice if we believe your password and Account are being used by someone other than you, or for any other reason.

## 12. RESTRICTIONS ON YOUR USE OF THE SITE

- a. You will not copy, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Site or Content without Bode Pro’s prior written consent.
- b. You will not use the Site for unlawful purposes.
- c. You will not submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud or falsify information in connection with your use of the Site.
- d. You will not engage in data mining or similar data gathering or extraction activities from the Site. You will not use the Site to harvest email addresses, names or other information of the users of the Site or to spam other users of the Site.
- e. You will not access, use, or copy any portion of the Site or Content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.

- f. You will not use the Site to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, worms, Trojan horses, malware, ransomware, adware, or other harmful computer code that may disable, damage, impair, or otherwise interfere with the Site, the servers used to make the Site available, or any other network, computers, hardware, software or systems.
  - g. You will not engage in activities that aim to render the Site or associated services inoperable or to make their use more difficult.
  - h. You may not frame, mirror or circumvent the navigational structure of any part of the Site.
  - i. You may not upload, distribute, transmit, or post anything to or through the Site that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the privacy of another or includes the confidential or proprietary information of another; or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights.
  - j. You may not engage in any conduct while using the Site that Bode Pro considers inappropriate, unauthorized, or contrary to the intended purpose of the Site.
13. **FEEDBACK AND OTHER CONTENT SUBMITTED BY YOU.** If you submit comments or feedback to us regarding the Site or its Content, or any other comments, questions, requests, content or information that is not personal information ("**Feedback**"), we may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.
14. **SOCIAL MEDIA.** Links to Bode Pro's social media pages (e.g., Facebook, Instagram, and Twitter) are included on the Site ("**Social Media Pages**"). Because anyone may post or tag on Social Media Pages, posts do not necessarily reflect Bode Pro's views. We reserve the right to remove anything from our Social Media Pages, in our sole discretion. We may also take steps to block users from access to our Social Media Pages who violate these Terms. If we follow, like, re-tweet, favorite, share, or re-post an individual's content on our Social Media Pages, that is not an endorsement of that third party or any service or company they represent.
15. **LINKS TO THIRD PARTY SITES.** Bode Pro may provide, via its websites, links to other third party websites or resources and/or advertisements or other such promotional materials. Because Bode Pro has no control over the content of linked-to sites or the quality of the goods or services offered via these linked to sites, you acknowledge and agree that Bode Pro is not responsible for and in no way guarantees or endorses: (1) the availability of linked- to sites or resources; (2) the accuracy or completeness of any content available at or through the linked-to sites; (3) the goods or services offered via these third-party sites. Accordingly, you acknowledge and agree that Bode Pro shall not be responsible or liable to you in any manner, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on the content of any linked- to website and/or the quality of any goods or services offered by or through any linked to third- party site.
16. **DISCLAIMER OF WARRANTIES.**

THE SITE AND CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BODE PRO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE AND CONTENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM STATUTE, SUCH AS COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

BODE PRO MAKES COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL CONTENT ON THE SITE IS ACCURATE AND RELIABLE, BUT NEITHER ACCURACY NOR RELIABILITY ARE GUARANTEED. BODE PRO DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE OR CONTENT. BODE PRO DOES NOT WARRANT OR GUARANTEE THAT THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE OR CONTENT WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT OR ENDORSE ANY THIRD-PARTY CONTENT.

17. **LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BODE PRO OR ITS DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CONSULTANTS, VOLUNTEERS, AGENTS, SUPPLIERS, ATTORNEYS OR LICENSORS (TOGETHER, "BODE PRO PARTY(IES)") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A BODE PRO PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE.

YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE OR CONTENT.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE BODE PRO PARTIES ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT EXCEED \$100 U.S.D., EVEN IF ANY REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

18. **INDEMNIFICATION.** YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE BODE PRO PARTIES FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COMPLAINTS, ACTIONS, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) THAT ARISE OUT OF OR IN CONNECTION WITH (A) YOUR VIOLATION OF APPLICABLE LAWS, (B) YOUR MISUSE OF THE SITE OR ANY CONTENT, AND (C) YOUR BREACH OF THESE TERMS OR ANY OTHER TERMS ON THE SITE. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU (SUBJECT TO YOUR CONTINUING INDEMNIFICATION).

19. **USE IN THE UNITED STATES.** This Site is intended for use in the United States only. We do not guarantee that use of this Site will be available or permitted in any location other than the United States. If you choose to access this Site from a location other than the United States, you do so at your own risk.

THE EXISTENCE OF THIS SITE OR ANY CONTENT SHALL NOT BE CONSTRUED AS BODE PRO OR THE BODE PRO PARTIES OFFERING SUCH SITE OR CONTENT TO PERSONS IN JURISDICTIONS WHERE THE PROVISION OF SUCH SITE OR CONTENT IS PROHIBITED BY LAW.



20. **TERMINATION.** If you violate applicable laws or these Terms, you are immediately prohibited from further use of the Site or Content, and we may restrict your access to the Site or Content. Bode Pro may suspend or terminate the Site or any Content, in whole or in part, at any time in its sole discretion for any reason. Bode Pro shall not be liable to you or anyone else for any damages arising from or related to Bode Pro's suspension or termination of your access to the Site or the Content, or in the event Bode Pro modifies, discontinues or restricts the availability of the Site or the Content (in whole or in part).
21. **SITE UNAVAILABILITY.** Without limiting the generality of the previous section, the Site or Content may be unavailable or limited for various reasons, and we shall not be liable to you for any such unavailability, including without limitation (a) hardware, software, server, network, or telecommunications failures, (b) severe weather, war, riot, act of God, fire, earthquake, strike, labor shortage, etc., (c) regulatory restrictions and other acts of government, (d) interruptions due to utility and power companies, and (e) interruptions due to hacking or other malicious intrusion.
22. **COOPERATION WITH LAW ENFORCEMENT.** Bode Pro will cooperate with law enforcement if you are suspected of having violated applicable laws. **YOU WAIVE AND HOLD BODE PRO AND THE BODE PRO PARTIES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.**
23. **DISPUTES.** These Terms, and your access to and use of the Site, are governed by the laws of the State of Illinois, without regards to its conflict of laws principles. Venue is exclusively in the state or federal courts, as applicable, located in Scottsdale, Arizona. The parties expressly agree to the exclusive jurisdiction of those courts. Any cause of action or other claim brought by you with respect to the Site or Content must be commenced within one year after the cause of action or claim arises.
24. **TERMS APPLICABLE TO NEW JERSEY CUSTOMERS.** No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for (i) negligence, (ii) products liability claims, (iii) the punitive damages laws, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Bode Pro reserves all rights, defenses and permissible limitations under the laws of New Jersey and under the laws of your state of residence.
25. **USE IN THE UNITED STATES.** This Site is intended for use in the United States only. We do not guarantee that use of this Site will be available or permitted in any location other than the United States. If you choose to access this Site from a location other than the United States, you do so at your own risk.
26. **ASSIGNMENT.** We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent. These Terms inure to the benefit of Bode Pro's successors and assigns.
27. **ENTIRE AGREEMENT.** These Terms, the Privacy Policy, and any terms posted throughout the Site (if any) are the entire agreement between you and Bode Pro with respect to your access to and use of the Site. In the event of conflict between these Terms and our Privacy Policy, our Privacy Policy will control.

28. **WAIVER.** Bode Pro's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Bode Pro.
29. **SEVERABILITY.** If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.
30. **ELECTRONIC COMMUNICATIONS.** These Terms and any other documentation, agreements, notices, or communications between you and Bode Pro may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.
31. **CONTACT US.** Please direct any questions and concerns regarding these Terms to us at:

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