

TERMS OF SERVICE

Description of Service

Welcome to the PowerBlock, Inc. website, powerblock.com (the “Site”). PowerBlock, Inc. provides services to you subject to the notices, terms, and conditions set forth in this agreement (the “Agreement”). In addition, when you use any of our services (e.g., Customer Reviews), you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this Agreement by this reference. We reserve the right to change this Site and these terms and conditions at any time. ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING

Acceptance of the Terms of Use

These Terms of Use are entered into between You and PowerBlock, Inc. The Terms of Use govern your access to and use of PowerBlock, Inc., including any content, functionality, and services offered on or through powerblock.com.

Please read the Terms of Use carefully before you use PowerBlock, Inc. or the Site. By using our services or the Site or by clicking to accept the Terms of Use when this option is made available to you, you agree to be bound by the Terms of Use, [Terms of Sale](#), and our [Privacy Policy](#).

Changes to the Terms of Use

We may revise and update these Terms of Use. If these Terms of Use change, we will post the most recent version on the Site. All changes are effective immediately when we post to the Site. Your continued use of the Site following our posting of revised Terms of Use means that you accept and agree to the changes

Accessing the Site and Account Security

It’s unlikely, but your access to and use of the Site and our services may be interrupted from time to time as a result of equipment malfunction, updating, maintenance, or repair of the Site or other reasons. We can suspend or discontinue the availability of the Site or any service and to remove any of your content at any time at our discretion and without notifying you first. We will not be liable if for any reason all or any part of the Site or our services are unavailable at any time. From time to time, we may restrict your access to some parts of the Site or the entire Site.

To access the Site and our services, you will be asked to provide information in order to create an account. It is a condition of your use of the Site that all of this information is correct, current, and complete. Any personal information you provide to use is governed by our [Privacy Policy](#).

When you register, you'll choose a user name and password for your account. You must treat your user name and password as confidential, and must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other security breach. You also agree to 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.

We have the right to disable any user name, password, or other identifier, at any time if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

Aside from content that you upload to your products review, comments, or questions, PowerBlock, Inc. owns the Site and its entire contents, features, and functionality (including all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement of those things). In addition, the Site and our services are protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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These Terms of Use permit you to use the Site and the contents of the Site only for legitimate business purposes relating to your role as a Site user and PowerBlock, Inc. customer. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, or other laws.

Prohibited Uses

You may use the Site only for lawful purposes and in a way that complies with our Terms of Use. You agree not to use the Site:

- In any way that violates any applicable law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way, including by exposing them to inappropriate content or asking for personally identifiable information.

- To send, or facilitate the sending of, any advertising or promotional material, including any junk mail, chain letter, spam, or any other similar solicitation.
- To impersonate or attempt to impersonate PowerBlock, Inc., any of our employees, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use of the Site, or which may harm us or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- 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 Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Use any device, software, or routine that interferes with the Site's proper working or in any way attempt to interfere with the Site's proper working.

Monitoring and Enforcement; Termination

We have the right to:

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights.
- Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including any violation of the Terms of Use.
- Cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site.

YOU WAIVE AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER PowerBlock, Inc. OR LAW ENFORCEMENT AUTHORITIES.

Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. While we do everything in our power to make sure the information on the Site is accurate, we do not guarantee the accuracy, completeness, or usefulness of this information. We disclaim all liability and responsibility arising from any reliance placed on such information by you, any other Site user, or by anyone who may be informed of any of its contents.

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Information About You and Your Visits to the Site

All information we collect on this Site is subject to our [Privacy Policy](#).

Mobile Terms of Service

The PowerBlock mobile message service (the “Service”) is operated by PowerBlock, Inc. (“PowerBlock”, “we”, or “us”). Your use of the Service constitutes your agreement to these terms and conditions (“Mobile Terms”). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

By consenting to PowerBlock’s SMS/text messaging service, you agree to receive recurring SMS/text messages from and on behalf of PowerBlock through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, discounts, sales, coupons, product launches, giveaways, abandoned cart, content recommendations, and other marketing offers.

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with PowerBlock. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command STOP to +18775444331 or click the unsubscribe link (where available) in any text message to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other PowerBlock mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, text HELP to +18775444331 or email admin@powerblock.com.

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

We respect your right to privacy. To see how we collect and use your personal information, please see our [Privacy Notice](#).

Terms of Sale

All purchases through our Site or for our services or for any other transaction formed through the Site or are governed by our [Terms of Sale](#), which are incorporated into these Terms of Use.

Linking to the Site

If you link to our Site you must do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association between you and us, or approval or endorsement on our part.

This Site may provide certain features that enable you to:

- Link from your own or another website to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or another website.

You may use these features solely as they are provided by us and in a way that comports with these Terms of Use. You must not:

- Establish a link to the Site from any website that is not owned by you.
- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other website, for example, framing, deep linking, or in-line linking.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

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THIS DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless PowerBlock, Inc., its service providers, and its and their respective officers, directors, employees, contractors, agents, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees

(including reasonable attorneys' fees) relating to your use of our services, the Site, or any information obtained from the Site other than as expressly authorized in these Terms of Use, or to any violation by you of these Terms of Use.

Governing Law and Jurisdiction

We hope that you love using PowerBlock, Inc. and that it performs perfectly for you every time. In the unlikely event that a dispute arises between you and us about the Site, our services, our products, or these Terms of Use, the dispute will be governed by the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

Any lawsuit or action relating to the Site, our services, or these Terms of Use must be brought either in the United States District Court for the District of Minnesota or the courts of the State of Minnesota. You agree to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

Nothing we do can be deemed a waiver by PowerBlock, Inc. of the terms and conditions of these Terms of Use. In addition, no failure by us to enforce any right or provision of these Terms of Use does not constitute a waiver of future enforcement of that right or provision.

If a court finds any provision of these Terms of Use to be invalid, illegal, or unenforceable for any reason, such provision shall be deemed to be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

This Terms of Use, and the Terms of Sale, and our Privacy Policy are the sole and entire agreement between you and PowerBlock, Inc. regarding the Site and our services and replace any earlier agreement between us.

Your Comments and Concerns

We're here to help you, your comments and thoughts about our products and service are important to us. Genuinely.

Any feedback, comments, questions, requests for technical support, or concerns about PowerBlock, Inc. should be directed to questions@powerblock.com

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