



**Ballistipax.com**

## **Website Terms of Service**

### OVERVIEW

This website, Ballistipax.com, is operated by Ballistipax, LLC. Throughout the website, the terms “we”, “us” and “our” refer to Ballistipax, LLC. Ballistipax, LLC offers this website, including all information, tools and services available from this website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting this website and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Website Terms of Service”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Website Terms of Service apply to all users of the website, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Website Terms of Service carefully before accessing or using our website. By accessing the website or using any part of the Service, you agree to be bound by these Website Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Service. If these Website Terms of Service are considered an offer, acceptance is expressly limited to these Website Terms of Service.

Any new features or tools which are added to the current website shall also be subject to the Website Terms of Service. You can review the most current version of the Website Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Website Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Service following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 - ONLINE STORE TERMS

By agreeing to these Website Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your ability to access the website or engage in the Service.

### SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse access to the website or any part of the Service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve

(a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the website, use of the Service, or access to the Service or any contacts on the website through which the Service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Website Terms of Service.

### SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this website is not accurate, complete or current. The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions. Any reliance on the material on this website is at your own risk.

This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on our website. You agree that it is your responsibility to monitor changes to our website.

### SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or take down the website or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available for purchase exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.

All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/ phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unauthorized dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made through the website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

#### SECTION 7 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### SECTION 8 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example, contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Website Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## SECTION 9 - PERSONAL INFORMATION

Your submission of personal information through the website is governed by our Privacy Policy. For more detail, please review our [Privacy Policy](#).

## SECTION 10 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date listed on the website or on any related website, should be taken to indicate that all information on the website or on any related website has been modified or updated.

## SECTION 11 - PROHIBITED USES

In addition to other prohibitions as set forth in the Website Terms of Service, you are prohibited from using the website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the website or any related website, other websites, or the Internet. We reserve the right to terminate your use of the website or any related website for violating any of the prohibited uses.

## SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our website or any Service will be uninterrupted, timely, secure or error-free.

We do not guarantee, represent or warrant that the results that may be obtained from the use of the website or any Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel any part of the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the website or any part of the Service is at your sole risk. The website and all products and services sold and delivered to you through the website are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Ballistipax, LLC, our directors, members, owners, officers, employees, subsidiaries, affiliates, partners, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the website or any Service or any products procured using the website, or for any other claim related in any way to your use of the website or any Service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the website or any Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### SECTION 13 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Ballistipax, LLC and our parent, subsidiaries, affiliates, partners, officers, members, owners, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Website Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### SECTION 14 - SEVERABILITY

In the event that any provision of these Website Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Website Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### SECTION 15 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Website Terms of Service are effective unless and until terminated by either you or us. You may terminate these Website Terms of Service at any time by notifying us that you no longer wish to access the website and to use the Service or when you cease using our website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Website Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to the website and to the Service (or any part thereof).

#### SECTION 16 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Website Terms of Service shall not constitute a waiver of such right or provision.

These Website Terms of Service and any policies or operating rules posted by us on this website or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Website Terms of Service).

Any ambiguities in the interpretation of these Website Terms of Service shall not be construed against the drafting party.

#### SECTION 17 - GOVERNING LAW

These Website Terms of Service and your use of the Service shall be governed by and construed in accordance with the laws of the state of Florida. Any lawsuit brought by either you or Ballistipax, LLC arising out of or related to these Website Terms of Service or your use of the Service or access to the website (including any products or services purchased through the website) shall be brought and maintained in the state courts in Brevard County, Florida or the federal district court for the Middle District of Florida.

#### SECTION 18 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Website Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Website Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Website Terms of Service constitutes acceptance of those changes.

#### SECTION 19 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [info@Ballistipax.com](mailto:info@Ballistipax.com).