

Design Balabous LLC

Website Terms of Use

December 1, 2023

1. OWNERSHIP OF THE WEBSITE

- 1.1 These terms and conditions of use (“Terms of Use”) apply to the Design Balabous website located at designbalabous.com and all associated websites linked to it by Design Balabous, including through services Design Balabous offers on its websites (collectively, the “Website”).
- 1.2 The Website is the property of Design Balabous LLC and its affiliates (referred to throughout as “Design Balabous”, “our”, “we”, or “us”).

2. AGREEMENT TO THE TERMS OF USE

- 2.1 By using the Website, you agree to these Terms of Use without modification. As long as you comply with these Terms of Use, Design Balabous grants you a personal, non-exclusive, non-transferable, limited right to enter and use the Website.
- 2.2 We may amend these Terms of Use from time to time. The most current version will be available at designbalabous.com. Amended Terms of Use shall become effective from the date of publication on the Website.
- 2.3 Your continued use of the Website, following the publication of amended Terms of Use, will mean that you agree to and accept to be bound by them.

3. USE OF THE WEBSITE

- 3.1 We reserve the right to bar any activity aimed at obtaining any materials, documents, or information through any means not purposely made available through the Website.
- 3.2 You may not attempt to gain unauthorized access to, interfere with, damage, or disrupt any portions or features of the Website, our servers and databases connected to the Website, or any services offered through the Website.
- 3.3 You may not use or interact with the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other person’s use of the Website.
- 3.4 You may neither test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.
- 3.5 You may not trace any information of any other user of the Website to reveal any information, in particular personal identifiable information, other than your own information. You may not impersonate someone else or provide account information, including personal identifiable information, of anyone other than yourself.
- 3.6 You agree not to use any device or software (including any “robot”, “spider”, or other automatic device, process, or means) on the Website for any purpose, including: to interfere or attempt to interfere with the proper working of the Website, any transaction being conducted on the Website, any other person’s use of the Website, or to monitor or copy any of the materials on the Website.
- 3.7 Except as explicitly permitted in Clause 5.2, you may not copy any materials on the Website, whether by manual or automatic means.
- 3.8 You may not use the Website for any purpose that is unlawful or prohibited by these Terms of Use or to solicit the performance of any illegal activity or other activity which infringes the rights of Design Balabous or others.
- 3.9 Design Balabous’s Privacy Policy (“Privacy Policy”) applies to the use of this Website and its terms are made part of these Terms of Use.
- 3.10 By using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

4. LINKS

- 4.1 The Website may contain links to independent third-party websites (“Linked Websites”).
- 4.2 Linked Websites are not under the control of Design Balabous and Design Balabous is not responsible for the content of such Linked Websites. You acknowledge sole responsibility for and assume all risk arising from your use of any such Linked Websites.
- 4.3 Design Balabous is a for-profit business. We may have a financial relationship with some of the merchants we mention. Some links may be “affiliate links”, which means we earn a commission at no extra cost to you if you make a purchase through a link. Our editorial content, including the advice we provide for educational purposes and the opinion we express on products, services, and merchants is not influenced in any way by advertisers or affiliate partnerships. All efforts are made to ensure that affiliate links are disclosed in accordance with FTC requirements.
- 4.4 Intellectual Property
- 4.5 All text, copy, graphics, artwork, photographs, user interfaces, visual interfaces, trademarks, logos, sounds, computer code, and other information, features, and functionality contained on the Website (collectively, “Content”), including but not limited to the selection and arrangement of such Content, is owned, controlled, or licensed by or to Design Balabous and is protected by U.S. and

international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. In particular, all trademarks, service marks, logos, trade names and other proprietary designations of Design Balabous are trademarks or registered trademarks of Design Balabous or its affiliates. You may not use any of the Design Balabous trademarks without our express written consent.

- 4.6 We grant you a non-exclusive, revocable, limited license to use Content on this Website made available by Design Balabous for you to download, provided that you do not remove any proprietary notice language in all copies, use such information only for your personal and non-commercial informational purpose, and make no modifications to any such information.
- 4.7 You may use our Content solely in compliance with these Terms of Use and applicable law. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any Content, including any software, products, or services contained within or containing the Content without the express written consent of Design Balabous. You may not use the Content for any commercial purpose. The licenses granted by Design Balabous terminate if you do not comply with our Terms of Use.
- 4.8 No rights of any kind other than as set forth in Clause 4.6 are granted under these Terms of Use. In particular, no other license, rights of use, and/or ownership of any kind of Design Balabous's intellectual property are granted and all know-how, patents, trademarks, tradenames, designs, copyrights, manufacturing, or business secrets, and all other intellectual property owned by Design Balabous, shall remain the exclusive and unrestricted property of Design Balabous.
- 4.9 This Website may contain forms that allow you to post, submit, publish, display, or transmit to other persons content or material, such as feedback (collectively, "User Content"). All User Content must comply with these Terms of Use. You agree not to submit User Content containing confidential or proprietary information on this Website. You agree that any User Content you submit will be deemed non-proprietary and non-confidential. By submitting User Content, including any ideas, concepts, know-how, or techniques, you grant Design Balabous and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns an unrestricted, irrevocable license to use that information for any purpose, including the right to copy, reproduce, publish, upload, exploit, post, transmit, distribute, publicly display, perform, modify, translate, reformat, and create derivative works from that information, in each case if involving any personal identifiable information, in accordance with our Privacy Policy.
- 4.10 You represent and warrant that you own or control all rights in any User Content and have the right to grant the license granted in Clause 5.5 to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- 4.11 You understand that we are not responsible for any User Content you submit and you, not Design Balabous, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- 4.12 We have the right to remove any User Content for any or no reason at our sole discretion; take any action with respect to any User Content that we deem, in our sole discretion, is necessary and appropriate, including if we believe that such User Content violates these Terms of Use; and disclose your identity or other information to any third party who claims that User Content you have posted violates their rights, including intellectual property rights or privacy rights.

5. ONLINE COMMERCE

- 5.1 Certain sections of the Website may allow you to make purchases from us or an affiliate, individual, or company found on or through our Website (any such affiliate, individual or company, a "Third Party Merchant"). All information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by us, the Third Party Merchant, and/or our payment processing company.
- 5.2 By clicking "Buy Now," "Purchase," or any other phrase on the purchase button, or entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you agree to be provided with products, programs, or services by Design Balabous. No refunds will be given for any products purchased online.
- 5.3 Your participation, correspondence, or business dealings with any Third Party Merchant, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. Additional terms and conditions may apply to purchases of products or services or the giving of donations and/or to specific parts of the Website. If there is a conflict between these Terms of Use and additional terms and conditions, the additional terms and conditions shall control with respect to such product, service, donation, or your use of such specific part of the Website, as applicable.
- 5.4 You agree that Design Balabous will not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a Third Party Merchant.
- 5.5 Design Balabous may make changes to any products or services offered on the Website, or to the applicable prices for any such products or services, at any time without notice. Posted prices do not include taxes or charges for shipping and handling. We strive to display accurate price information. However, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
- 5.6 We may offer, from time to time, promotions on the Website that may affect pricing and that are governed by terms and conditions separate from these Terms of Use. If there is a conflict between the terms for a promotion and these Terms of Use, the promotion terms will govern.
- 5.7 You release Design Balabous and its affiliates, its processing company, and Third Party Merchants from any damages that you may incur, and agree not to assert any claims against them arising from your purchase through the use of the Website.
- 5.8 For purchases made directly with us, you agree that your order is an offer to buy all services and products listed in your order. All orders must be accepted by us, or we will not be obligated to sell the services or products to you. We may choose not to accept orders

at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

- 5.9 For purchases made directly with us, terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before we accept an order. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order.
- 5.10 For purchases made directly with us, we use Wix Payments as our default payment provider. Terms of use for Wix Payments can be found here: <https://www.wix.com/about/terms-of-payments>.
- 5.11 The obligations of Design Balabous, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided and nothing on this Website should be construed to alter such agreements. All products and services offered on the Website are provided “as is” without any warranty whatsoever, including, without limitation, any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. You affirm that we shall not be liable, under any circumstances, for any breach of warranty claims or for any damages arising out of the manufacturer’s failure to honor its warranty obligations to you.

6. NO WARRANTIES

- 6.1 No warranty is given in respect of the accuracy, reliability, completeness, non-infringement, and fitness for a particular purpose of the information provided on the Website, meaning that the Website and its Content are made available on an “as is” and “as available” basis. Design Balabous reserves the right to change, modify, add, or remove portions of the Website, in full or in part, without notice.
- 6.2 In particular, Design Balabous does not promise that the Website or any Content or service will be error-free or available without interruption. Design Balabous cannot ensure that any data you download from the Website will be free of errors, viruses, or destructive features.
- 6.3 Design Balabous disclaims any and all liability for the acts, omissions, and conduct of any third parties in connection with, or related to, your use of the Website and/or any service provided in connection with the Website. Your sole remedy against Design Balabous for dissatisfaction with the Website or any Content is to stop using the Website or any Content.

7. VIOLATION OF THE TERMS OF USE

- 7.1 Design Balabous may, at its sole discretion and without prior notice, terminate your access to the Website if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Website. You agree that Design Balabous will not be liable to you or any third party for termination of your access to the Website as a result of any violation reasonably suspected of these Terms of Use.
- 7.2 You agree that Design Balabous may, at its sole discretion and without prior notice, terminate your access to the Website based on applicable law, regulation, or legal process, and requests by law enforcement or other government agencies and in case of unexpected technical issues or problems, and that Design Balabous will not be liable to you or any third party for such termination.
- 7.3 You agree that Design Balabous may preserve any transmittal or communication by you with Design Balabous through the Website. Design Balabous reserves the right to disclose any information that Design Balabous deems necessary to comply with any applicable law, regulation, or legal process, or upon request by law enforcement or other governmental agencies, in particular to protect the rights, property, or personal safety of Design Balabous, its employees, users of the Website, and the public.

8. LIABILITY AND INDEMNIFICATION

- 8.1 In no event will Design Balabous be liable for any direct, incidental, special, indirect, or consequential losses or damages (including loss of use, loss of profit, and third-party claims, and regardless of whether such losses or damages were foreseeable) arising out of or in connection with the Website, any Content or service, or any misuse thereof or technical limitations of the Website.
- 8.2 You agree to indemnify, defend, and hold harmless Design Balabous, its affiliates and their respective officers, directors, shareholders, employees, agents and other representatives from any demands, losses, liability, claims, or expenses (including attorneys’ fees), incurred as a result of any third-party action, proceeding, claim or suit arising out of, or in connection with, your unlawful use of this Website or violation of these Terms of Use.

9. MISCELLANEOUS

- 9.1 Although the Website is accessible worldwide, not all features, products, or services discussed or offered through the Website are available to all persons or in all geographic locations. Design Balabous reserves the right to limit, at its sole discretion, the provision and quantity of any product or service to any person or geographic area. Any offer for any product or service made on the Website is void where prohibited.
- 9.2 The invalidity or unenforceability of any provision of these Terms of Use shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision reflecting the intent of the invalid or unenforceable provision to the maximum extent permitted by applicable law.
- 9.3 These Terms of Use and all matters relating to your access to, or use of, the Website, including all disputes, shall be governed by applicable federal law and the laws of the State of New York, without regard to principles of conflict of laws.
- 9.4 The Website does not contain medical advice. The information contained on the Website and the resources available for download through the Website is not intended as, and shall not be understood or construed as, medical advice, diagnosis, or treatment. The Website, including the material and any related services or information, does not constitute the practice of any medical, nursing, or other professional health care advice, diagnosis, or treatment. Always seek the advice of a physician or other qualified health care

provider with any questions regarding personal health or medical conditions. If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately.

- 9.5 Design Balabous does not recommend or endorse any specific physicians, products, procedures, opinions, or other information that may be mentioned on the Website, including in any materials. Reliance on any information provided by the Website or any Design Balabous employees or others appearing on the Website or in any materials is solely at your own risk.