#### BACKFITPRO.COM WEBSITE TERMS OF SERVICE

Last revised: June 1, 2019

1. Acceptance.

PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE CAREFULLY BEFORE USING THIS WEBSITE. Your use of the backfitpro.com website (the “Website”) and the purchase and sale of products offered on the Website are subject to the legal terms and conditions outlined below (the “Terms of Service”). If you do not agree with any of the provisions of the Terms of Service, you must discontinue using the Website. Your use of the Website and/or any subsequent purchase of products offered on the Website means that you accept the Terms of Service.

Note that all of the terms and conditions below are subject to the laws of the place where you live, and some of them might not be binding on you under those laws.

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Website or other similar features, all of which terms are made a part of this Terms of Service by this reference, including, but not limited, to Our privacy policy.

Backfitpro Inc. and Backfitpro International Inc. (“Backfitpro”, “Us”, “Our” or “We”) may supplement or amend this Terms of Service at any time upon notice to you. Notice may be provided by posting on the Website or by e-mail. If you do not agree with any such supplements or amendments, your sole remedy is to immediately stop using the Website.

1. Scope of the Website

The Website is an online resource owned and operated by Backfitpro dedicated to providing access to evidence-based information and quality products that assist in preventing and rehabilitating troubled backs.

The medical information available on or through the Website is provided as an information resource only, and is not to be used or relied on for any diagnostic or treatment purposes. This information should not be used as a substitute for professional advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Website.

1. Use of Website

You may use the Website only if you have reached the age of majority where you live and you can form legally binding contracts under applicable law. You may not use the Website if you live in a jurisdiction where access to or use of the Website or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your use of the Website is lawful, and you must comply with all applicable laws. You are not permitted to engage in any resale or commercial use of the Website or its contents or of any of the products or service made available for sale on the Website.

1. Privacy

You agree that you have read Backfitpro’s privacy policy, the terms of which appear by clicking on the tab on the Website homepage (the “Privacy Policy”) and are incorporated into this Terms of Service, and you agree that the terms of that policy are reasonable. You consent to the collection, use and disclosure of your personal information by Backfitpro in accordance with the terms of and for the purposes set out in the Privacy Policy.

1. Product Information

We have made every effort to display as accurately as possible the colors of Our products that appear on the Website. The final product shipped to you may differ from the descriptions, images and representations on the Website. We cannot guarantee that your computer or mobile device monitor's display of any color will be accurate. If the price of any product you order was incorrectly displayed on Our Website, We will provide you with an opportunity to place an order at the correct price.

1. Offer, Payment and Billing Terms and Conditions

Advertisements on the Website are invitations to you to make offers to purchase products and services on the Website and are not offers to sell. Your properly completed and delivered order form constitutes your offer to purchase the products or services referenced in your order.

1. Ownership

The Website, its design, all text, graphics, content, video, audio and the selection and arrangement of the Website are the property of Backfitpro, and/or its various subsidiaries, affiliates, third party providers and distributors (“Third Parties”), and are protected under the copyright laws of Canada and other countries. None of the content found on the Website may be reproduced, republished, distributed, displayed, sold, transferred, or modified without the express written permission of Backfitpro or the applicable Third Parties. The compilation of all content on this site is the exclusive property of Backfitpro and protected by Canadian and international copyright laws. All software used on this site is the property of Backfitpro or its software suppliers and protected by Canadian and international copyright laws.

Backfitpro, and all other related trademarks and design marks displayed on the Website (collectively, the “Trademarks”) are registered and common law trademarks of Backfitpro. Other trademarks and design marks appearing on the Website are trademarks of their respective owners. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use any trademarks, including the Trademarks, except with the express written permission of Backfitpro or the other party that may own the applicable trademarks.

Neither the Website nor its content may be, in whole or in part, copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of Backfitpro, except that you may download, display and print the content presented on the Website for your personal, non-commercial use only. Unauthorized use of the Website may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained within the content on the Website. The use of that content on any other website or in any environment of networked computers is prohibited. You are not permitted to engage in any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; any downloading or copying of account information from the Website for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools on the Website.

1. Liability disclaimer

Except as explicitly provided in this Terms of Service as amended from time to time, Backfitpro makes no representations, warranties, conditions or undertakings of any kind, express or implied, regarding the Website and/or any content, products or services provided on the Website, all of which are provided on an “as is” and “as available” basis. Backfitpro does not warrant the accuracy, completeness, currency, reliability or suitability of the operation of the Website, or any of the content or data found on the Website, and expressly disclaim all warranties and conditions in respect of the Website, its content or data, and any products or services offered for sale on the Website, including implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

Backfitpro is not responsible for late, lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, on-line failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications.

Backfitpro assumes no responsibility, and will not be liable for, any damages to, or any viruses affecting your computer equipment or other property on account of your access to, use of, or browsing on the Website or your downloading of any materials, data, text, images, video or audio from the Website.

1. Maximum liability

If Backfitpro should be found liable for any loss or damage which arises out of or is in any way connected with any of the functions or uses of the Website or its content, or any of the products or services offered on the Website, the liability of Backfitpro will in no event exceed in the aggregate the amount paid by you under this Terms of Service for the specific product or service to which the loss or damage relates.

In no event will Backfitpro be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including, but not limited to economic loss, lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with any use of the Website or its content, the operation of the Website or any failure or delay in the operation of the Website (including, but not limited to the inability to use any component of the Website for purchases), or any of the products or services offered on the Website, even if advised of the possibility of damages.

1. Feedback

Backfitpro enables visitors to the Website to provide Backfitpro with feedback by email or otherwise (“Feedback”). If you provide Feedback you grant Backfitpro a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display that Feedback throughout the world in any media, now known or later developed, for any purpose whatsoever, commercial or otherwise, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence, and you waive any and all moral rights in the Feedback. You also grant Backfitpro the right to use the name you submit with the Feedback, if any, in connection with Backfitpro’s rights set out in this section.

1. Links/Software

The Website contains links to websites owned or operated by other entities which are not associated or affiliated with Backfitpro. These links are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by Backfitpro or the Third Parties of the linked website or information contained therein or of their security or privacy practices. Backfitpro will not be responsible for the content of any other linked websites and makes no representation or warranty regarding any other websites or the contents on those websites. If you decide to access other websites, you do so at your own risk. Framing of the Website or any of its content in any form and by any method is strictly prohibited.

Linking to any other website is at your sole risk and Backfitpro will not be responsible or liable for any damages in connection with such linking. In addition, Backfitpro does not endorse or approve of any websites linked from or to the Website, except for other websites operated by Backfitpro.

You may not gather, extract, reproduce and/or display on any other non-Backfitpro website or other online service, any material on or from the Website, whether or not by the use of spiders or other ‘screen scraping’ software or system used to extract data without the express consent of Backfitpro.

If you download any software, We are not responsible or liable for any difficulties or consequences associated with downloading that software. The use of any downloaded software is governed by the terms of the applicable license agreement, if any, which accompanies that software or is provided with that software.

1. Survival

The provisions of this Terms of Service which by their nature are intended to survive the termination of this agreement or your access and use of the Website and/or Our products and services shall survive and continue in effect including, without limitation, Sections 7 to 16.

1. Governing laws, Jurisdiction

You consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario, Canada, in all disputes arising out of or relating to the use of the Website and this Terms of Service. These Terms of Service and its performance will be governed by the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable in that Province.

1. Miscellaneous

The headings used in this Terms of Service are included for convenience only and will not limit or otherwise affect this Terms of Service. These Terms of Service will be severable. In the event that any provision is determined to be unenforceable or invalid, that provision will nonetheless be enforced to the fullest extent permitted by applicable law, and that determination will not affect the validity and enforceability of any other remaining provisions of this Terms of Service. Backfitpro may assign its rights and obligations under this Terms of Service. These Terms of Service will inure to the benefit of Our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this Terms of Service, or to exercise any right under this Terms of Service, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and will remain in full force and effect. Backfitpro shall be not be liable to you for any failure or delay in performance by circumstances beyond its control, including, but not limited to, acts of God, fire, labour difficulties, governmental action or terrorism.

1. Entire agreement

These Terms of Service, together with those incorporated or referred to herein, constitute the entire agreement between Us relating to the subject matter hereof, and supersede any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except by Backfitpro as set out above.

1. Electronic communications

When you visit the Website or send e-mails to Us, you are communicating with Us electronically. You consent to receive communications from Us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that We provide to you electronically satisfy any legal requirement that such communications be in writing.

17. Refunds Statement

Digital e-version book access codes are non-refundable. Nor are ebooks suitable for viewing on android phones.