



NETWORK BIOIMIS

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 - material of any kind that contains a virus, Trojan horse, time bombs, worms, spyware, bots, any automated use of the system, such as scripts, or other harmful component or restricts or inhibits any other user's uninhibited use and enjoyment of the Site, interferes with or disrupts the Site or servers or networks connected to the Site, or disobeys any requirements, procedures, policies or regulations of networks connected to the Site; or
 - any unsolicited or unauthorized advertising, promotional materials, 'junk mail,' 'spam,' 'chain letters,' 'pyramid schemes,' requests for money, petitions for signature, or any other form of solicitation;
- Encourage, promote, solicit or commit conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law or otherwise make available any material that exploits or harms any individual, corporation or other entity;
- Use or attempt to use another's information, account, password, service or system except as expressly permitted; or
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4) USER INTERACTIONS AND DISPUTES

You are solely responsible for your interaction with other users of the Site, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users.

5) ACCOUNTS; SECURITY; PASSWORDS

If you create an account on the Site, you agree to be responsible for any activities that occur under your account or password, and you agree you will not sell or otherwise transfer your account or any account rights. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility.

After you have fully completed the registration form, you may be asked to choose a password and a user name. It is your responsibility to maintain the confidentiality of your password and account. You agree to notify Bioimis immediately of any unauthorized use of your account. Bioimis is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

You agree to comply with all rules, laws and regulations that are applicable to your use of the Site, including, without limitation, those governing your transmission or use of any software or data. By providing us with your contact information, you agree and consent to receive communications from us at such contact information.

6) NUTRITION PROGRAM

Registration. You may use or register for the Site without enrolling in the Bioimis Nutritional Program (the "Program"). However, you must register for an account in order to participate in the Program.

The Program is exclusively a coaching program for a personalized nutrition menu, based on dietary advice regarding common foods, easily purchased at any store or supermarket, finalized to improve one's own physical shape, resulting in conditions suitable for weight loss. The Program does not cure any disease or disorder, and health related results, obtained and reported by third parties, do not represent a guarantee on the actual result, nor does it represent the norm. Timing and amount of weight loss vary from person to person based on the initial weight, the individual metabolism, lifestyle, exercise and proper nutrition. You must understand the possibility of non-reproducibility of the results obtained by any other person or that has been presented in any advertising or promotion by us.

This Program is intended for use only by healthy adult individuals. The Program is not intended for use by minors, pregnant women, or individuals with any type of health condition. Such individuals are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.

Payment Terms. You agree to pay, and authorize our third party payment processor to charge using your selected payment method, for all applicable fees and taxes that may accrue in relation to your subscription to use the Program. The fees for your subscription are shown on the registration page you access when creating your account, or in a location as otherwise designated by us. All fees are non-refundable except as required by law; provided that you may cancel and receive a full refund within 14 days of purchase only if you have not yet activated the Program (e.g., by requesting the first menus) during that 14 day time period.

You are responsible for providing complete and accurate billing and contact information to us. We may suspend or terminate your subscription to the Program if fees are 30 days past due.

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Further, you may choose, at your sole and absolute discretion and risk, to use applications or other functionality that connects the Site or your profile on the Site with a third party web site or service ("Third Party Interactions") and such Third Party Interactions may interact with, connect to or gather and/or pull information from and to your profile

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If a dispute arises between you and Bioimis, our goal is to provide you with a cost effective means of resolving the dispute quickly. When you have a problem with Bioimis, you agree that you will first give Bioimis an opportunity to resolve your problem or dispute. You may send a written description of your dispute to: info@bioimisworld.com

Governing Law. The validity and interpretation of these Terms of Use, the rights and obligations hereunder, and all causes of action (whether sounding in contract, tort, or otherwise) arising out of or related to these Terms of Use, the termination of these Terms of Use, or the use of the Site, are to be governed by, and construed in accordance with, the substantive laws (as distinguished from the choice of law rules) of Washington State.

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relief, online, by telephone, or via written submissions alone, and be administered by JAMS. The arbitral tribunal ("Tribunal") shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The arbitration shall be conducted in the English language. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney's fees, to the prevailing party. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

Users may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice ("Notice") to Bioimis. The Notice must be postmarked no later than thirty (30) days after the date you accept these Terms of Use for the first time. The Notice must be mailed to BIOWORLD SRL VIA DEL MACELLO 45, CAP 35013, CITTADELLA (PADOVA) ITALY to the attention of Management Office. This procedure is the only mechanism by which you can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of these Terms of Use, or any previous or future arbitration agreements that you have entered into with Bioimis

Jury and Class Action Waiver. BOTH YOU AND BIOIMIS WAIVE THE RIGHT TO RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING OR RESOLVE ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION. BOTH YOU AND BIOIMIS WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION RELATED ANY DISPUTE THAT IS BROUGHT BY ANYONE ELSE.

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