



# Terms and Conditions

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washes-away-joint-pain/)

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### **Why Doctors Are Dead WRONG About Arthritis and Joint Pain (#1 Cause is Actually Protein!)**

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(<https://losethebackpain.com/why-doctors-are-dead-wrong-about-arthritis-and-joint-pain-1-cause-is-actually-protein/>)

21

## **You MUST Eliminate This Protein**

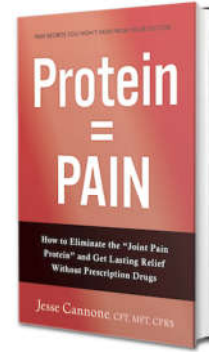
Discover the **"Joint Pain Protein"** that wreaks havoc in your body far beyond your joints.

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nutritionists or other medical or health care service providers. **HBI is not affiliated with any medical or other health care institution.**

HBI publishes materials under the title “Lose the Back Pain” which includes a video, a reference manual, and a personal support service. These three components make up the “System” and all components are offered subject to this disclaimer. **Neither the System nor the System materials or content have been approved by the Food and Drug Administration, the Federal Trade Commission or any other government agency.** You understand that the System support services are not designed or intended to offer emergency medical care or response services.

HBI’s System offers general information about maintaining a healthy body and particularly the types of exercises which are commonly believed to support a healthy back. However, each person is unique and the information included

reminders) from The Healthy Back Institute at the cell number used when signing up. Consent is not a condition of any purchase. Reply HELP for help and STOP to cancel. Msg frequency varies. Msg & data rates may apply. [View Terms \(https://attnl.tv/t/3hn\)](https://attnl.tv/t/3hn) & [Privacy \(https://attnl.tv/p/3hn\)](https://attnl.tv/p/3hn).

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in the System may not be appropriate for your specific health or back situation. HBI does not give medical advice or opinions on medical conditions, treatments or cures; and you should not rely upon anything in the System or System materials as a preventive, cure or treatment for any purposes. **Any information in the System or System materials that appears in the form of an opinion, recommendation, preventive, cure or treatment should NOT be taken as medical or other advice even if it may appear to you as such. HBI strongly recommends that you check with a licensed physician who is familiar with the details of your particular situation before you begin using the System or the System materials.**

### **3. Description of Services**

We make various services available on this site including, but not limited to, educational information. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a

computer and modem; and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right.

Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other

network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

## **4. Registration Data and Privacy**

In order to access some of the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”) and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

## **5. Payment of Fees**

If you make a purchase, you agree to pay all fees associated with such service or products. For all charges, we will bill your credit card. Recurring charges are billed in advance of any ordered service or product shipment. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within thirty (30) days of the change.

If, for any reason, your credit card company refuses to pay the amount billed for the service,



you agree that we may, at our option, suspend or terminate your subscription to products and services and require you to pay the overdue amount by other means acceptable to us. We may charge a fee for reinstatement of suspended or terminated accounts.

You agree that until your subscription to the service is terminated, you will continue to accrue charges for which you remain responsible, even if you do not use the service.

In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

You agree to abide by our Purchase Terms & Conditions which is incorporated by reference to this Agreement.

## **6. Conduct on Site**

Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

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or policies;

- (b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- (d) Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- (e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- (f) Impersonates any person or entity, including any of our employees or

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Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any

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- (b) Identification of the copyrighted work claimed to have been infringed;
- (c) Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) Identification of the material that is

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- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

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Designated Agent for Claimed Infringement:

President of SW Management Group, LLC

2407 S. Congress Ave, Suite E100

Austin, TX 78704

800-216-4908

Email: [postmaster@sc.losethebackpain.com](mailto:postmaster@sc.losethebackpain.com)  
(<mailto:postmaster@sc.losethebackpain.com>)

Subject: Possible Infringement

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21

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From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

21

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We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also known as “spam”) and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block e-mail messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

## **15. Security and Password**

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

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Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 5-11, 14, and 17-19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

## **19. Governing Law**

This site (excluding any linked sites) is controlled by us from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Travis County and the United States District Court for Western District of Texas with respect to such matters.

## **20. Notices**



All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to us must be sent to the attention of Customer Service at [postmaster@sc.losethebackpain.com](mailto:postmaster@sc.losethebackpain.com) (<mailto:postmaster@sc.losethebackpain.com>), if by e-mail, or at SW Management Group, LLC, 2407 S. Congress Ave., Suite E #100, Austin, Texas 78704 if by conventional mail. Notices to you may be sent either to the e-mail address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written

verification of receipt; (c) five business days after the mailing date, if sent by US mail, return receipt requested; (d) on the delivery date if transmitted by confirmed facsimile; or (e) on the delivery date if transmitted by confirmed e-mail.

## **21. Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use,

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You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so shall be null and void. We may free assign our rights and obligations under these Terms of Use.

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21

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WRITTEN BY: JESSE CANNONE

UPDATED: JULY 11,2011


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Quality (/Quality/)

Company Values (/Company-Values/)

Customer Success Stories (/Our-Success-Stories/)

Medical Advisory Board (/Medical-Advisory-Board/)

Careers / Job Opportunities

(//Healthybackinstitute.Applytojob.Com /Apply/)

Affiliate Program (/Affiliates/)

Media/Press (/Media-Press/)

**POPULAR PRODUCTS**

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Arthritis Reversed  
(<https://Securessl.Losethebackpain.Com>

/Products/118/Sp-Arthritis-Reversed-Book )

Heal-N-Soothe  
(/Products/Heal-N-Soothe/)

Inversion Tables  
(/Products/Seated-

Inline-Inversion-System/)

Natural Cleanse  
(<https://Securessl.Losethebackpain.Com>

/Products/152/Sp-Natural-Cleanse)

Rub On Relief  
(/Products/Rub-On-Relief-Tube/)

Sleepzyme (/Products /Sleepzyme/)

The 7-Day Back Pain  
Cure

(<https://Securessl.Losethebackpain.Com> /Products/144/Sp-



**GET YOUR  
FREE COPY**  
7-DAY MEAL PLAN  
FOR ULTIMATE  
PAIN RELIEF

**GET YOUR FREE COPY**  
([https://securessl.lose  
thebackpain.com  
/products/154/sp-  
7-day-meal-plan](https://securessl.lose<br/>thebackpain.com<br/>/products/154/sp-<br/>7-day-meal-plan))

Free-7-Day-Back-Pain-  
Cure-Book)

## SHOPPING

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The Live Pain Free

Cookbook (/Products  
/Live-Pain-Free-Cook-  
Book/)

My Account

(<https://myaccount.losethebackpain.com>  
/login)

Far Infrared Heating  
Pads

Shipping/Return Policy  
(/Shipping-Return-

<https://seoussl.losethebackpain.com>)

/Products/139/Pp-

Quality Assurance

Deep-Heat-Healing-Pad)

(/Quality-Assurance/)

21

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