Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

By using this website, including purchasing products from this website, or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these Terms & Conditions. If you do not agree to these terms of use, you may not use this website. You agree that by using this website, you are at least 18 years of age, or visiting under the supervision of a parent or guardian, and legally able to enter into a contract. It is your responsibility to review these Terms and Conditions periodically. We reserve the right to revise these Terms and Conditions at any time without notice to you. If you do not agree to these terms and conditions, please do not use this site. Website We grant you a limited license to access and use this website for your personal use, and to copy, distribute, and transmit the content of this website only to the extent that such copying, distribution, and transmission is automatically done through your browser software incidentally to using the website for your personal use. This license does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, or descriptions; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or data gathering and extraction tools. Except as permitted above, this website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of RockCuff and RockCuff Pro, Inc. You may not use any metatags or any other “hidden text” utilizing RockCuff and RockCuff Pro, Inc’s name or trademarks without the express written consent of RockCuff and RockCuff Pro, Inc. Any unauthorized use terminates the permission or license granted by RockCuff and RockCuff Pro, Inc. We reserve the right to change any information, features and functions of this website without prior notice. We may refuse service, terminate accounts and/or deny access to any or all parts of this website if you engage in any conduct or activities that we determine, in our sole discretion, violate this Agreement, our rights or the rights of any third party. Use of the site for any illegal or unauthorized purpose is strictly prohibited.

No Unlawful or Prohibited Use

As a condition of your use of this website, you warrant to us that you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other party’s use and enjoyment of this website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this website.

No Medical Advice – Professional Consultation

The information contained on this website, or provided at your request, is provided for informational purposes only. While we may offer some products on this website that are classified as food, beverage, or dietary supplements products regulated by the Food and Drug Administration, we do not market or sell such products for the purposes of diagnosing, treating, curing or preventing any disease. We do not recommend any particular form of medical treatment or that persons manage their own health problems without the advice of a licensed healthcare practitioner. Information found or received through this website should not be used in place of a visit with, call to, consultation or advice from a health care provider. If you suspect you have a medical problem, or should you have any health care related questions, please promptly call or see your healthcare practitioner.

Protocols provided are for example. Your use of protocols and workouts should be governed based on your own and your medical advisors advice. At no time should you ever overtighten the cuffs or use beyond the recommended time limits.

You agree to hold-harmless RockCuff, RockCuff Pro, and it’s suppliers/vendors from any claims arising out of misuse of the product or use off-label. You agree to use the product only after understanding the contraindications and consulting with our medical professional.

Your Claims

If you use the products or services you may not make, publish, or share claims outside of the intended objective or defined use. Any claims you do make may not be used to promote the product.

Products and Services

The products and services made available on this website are intended for personal use only. You may not assign, transfer, re-market, resell or otherwise dispose of, such products and services without obtaining RockCuff and RockCuff Pro, Inc.’s prior written consent. RockCuff and RockCuff Pro, Inc. and its suppliers may cancel or modify purchases on the website if it appears that they are the result of fraudulent or inappropriate activity or under other circumstances where it appears that the purchase contains or has resulted from a mistake or error. Other terms and conditions included on this website, including return and shipping policies, may apply to your purchase and are incorporated by reference herein. We may revise and discontinue products at any time. We reserve the right to limit order quantity at any time without notice. Prices and promotions are subject to change without notice.

Education and Certification/Credentials

We offer advanced education on the use of our products and BFR and BFRT in general. Upon successful completion you may publish your credential but you may not infer that it gives you the right to diagnose or treat any condition. You may not re-use any of the content on our site without our permission unless it is indicated for sharing. The contents original copyright shall remain with RockCuff and RockCuff Pro.

Billing and Payment

Terms of payment are within our sole discretion, and unless otherwise agreed to by us, payment must be received by us prior to our acceptance of an order. Payment for the products will be made through our processor, PayPal, Stripe, or some other prearranged payment method unless credit terms have been agreed to by us. Invoices are due and payable within the time period noted on the front side of the invoice, measured from the date of the invoice. We may invoice parts of an order separately. Orders are not binding upon us, until accepted by us. We reserve the right to refuse and refund any order or part of any order placed on this web site. Any quotations given by us will be valid for the period stated on the quotation. You agree to pay interest on all past-due sums at the highest rate allowed by law.

Shipping

Separate charges for shipping and handling will be shown on our invoice(s). Unless you provide us with a valid and correct tax exemption certificate applicable to the product ship-to location prior to our acceptance of the order, you are responsible for sales and all other taxes associated with the order, however designated, except for our franchise taxes and taxes on our net income. If applicable, a separate charge for taxes will be shown on our invoice. Title; Risk of Loss. Title to products passes from us to you on shipment from any of our associated fulfillment facilities. RockCuff and RockCuff Pro, Inc. are not responsible for loss or damage that occurs during shipping by a carrier selected by us or you. Title to software will remain with the applicable licensor(s).

Return Policies

All sales are final. This pertains to all products sold by RockCuff and RockCuff Pro, Inc. including but not limited to products sold via [www.rockcuff.com](http://www.rockcuff.com)

Accounts

Some services on the website permit or require you to create an account to participate or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the “Registration Data”). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person’s username, password or other account information, or another person’s name, likeness, voice, image or photograph. You also agree to promptly notify us at info@rockcuff.com of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to any Site. We may suspend or terminate your account and your ability to use the website or portion thereof for failure to comply with these terms of use or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever.

Forums / Blog / Social Media

“Forum” means an area, site or feature offered as part of this website that offers the opportunity for users to post content for viewing by one or more website users, including a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, e-mail function (including electronic greeting cards and send-a-friend e-mails). Additionally, “Forum” includes any other website page created by RockCuff and RockCuff Pro, Inc. on one or more social media pages, including, but not limited to Facebook, Twitter, and Pinterest. You acknowledge that Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any content posted to a public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. You agree to use the Forums only to post, send and receive messages and material that are proper and related to a particular Forum. By way of example, and not as a limitation, you agree that when using a Forum, you will not: Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Forum specifically allows such messages. Conduct or forward surveys, contests, pyramid schemes or chain letters. Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded. Restrict or inhibit any other user from using and enjoying a Forum. Violate any code of conduct or other guidelines which may be applicable for any particular Forum. Harvest or otherwise collect information about others, including e-mail addresses, without their consent. Violate any applicable laws or regulations. You are and shall remain solely responsible for the content you post on or through the website under your username or otherwise by you in any Forum and for the consequences of submitting and posting same. We have no duty to monitor any Forum, although we reserve the right to review material posted to a Forum and to remove any materials in our sole discretion. RockCuff and RockCuff Pro, Inc. markets and sells various food, beverage and dietary supplement products. These products are not intended to diagnose, treat, cure, or prevent any disease. RockCuff and RockCuff Pro, Inc. and the administrators of this website and any Forum on this website reserve the right to remove, edit, move or close any content item for any reason, including, but not limited to, comments that are in violation of the laws and regulations formed and issued pursuant to the Federal Food, Drug and Cosmetic Act. We reserve the right to terminate your access to any or all Forums at any time without notice for any reason whatsoever. We owe you no obligation, and therefore may refuse to post, deliver, remove, modify or otherwise use or take any action with respect to content you post on this website. Also, you should be skeptical about information provided by others, and you acknowledge that the use of any content posted on any Forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Forum and we specifically disclaim any and all liability in connection therewith.

Disclaimers

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED, THE WEBSITE AND THE PRODUCTS OFFERED ON THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND, UNLESS SPECIFICALLY SET FORTH OTHERWISE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, RockCuff and RockCuff Pro, Inc. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. RockCuff and RockCuff Pro, Inc. DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED ON THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RockCuff and RockCuff Pro, Inc. DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. RockCuff and RockCuff Pro, Inc. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR MATERIALS ON THE SITE, EVEN IF ROCKCUFF AND ROCKCUFF PRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Copyright

The technology underlying, and the entire contents of the website, including but not limited to text, graphics, images, audio clips, digital downloads, data compilation or code is copyrighted as a collective work under the United States and other copyright laws, and is the property of RockCuff and RockCuff Pro, Inc. and is protected by copyright and other intellectual property or proprietary rights. The collective work includes works that are licensed to RockCuff and RockCuff Pro, Inc. Copyright 2018, RockCuff and RockCuff Pro, Inc. All rights reserved.

Trademark Guidelines

RockCuff and RockCuff Pro, Inc. (“RockCuff Pro”) counts among its most valuable assets its trademarks and logos and the goodwill represented by these. Protection of the RockCuff Pro trademarks is a priority for RockCuff Pro. These RockCuff Pro Trademark Guidelines contain detailed information about how to refer to RockCuff or RockCuff Pro’s trademarks in different scenarios. These Trademark Guidelines are designed to ensure proper legal use of the RockCuff and RockCuff Pro trademarks and to prevent customer confusion that can result from improper or illegal usage. 1. Permissible Uses Proper use of the RockCuff and RockCuff Pro trademarks is important. You may use the RockCuff or RockCuff Pro trademarks to accurately describe or refer to BFR Band’s or RockCuff Pro’s goods and services, provided you follow these Guidelines. You may use the RockCuff Pro trademarks to direct your visitors to the RockCuff Pro homepage, blog and products page. For this purpose, the target URL may only be [www.bfrbands.com,](http://www.bfrbands.com,) www.RockCuff Pro.com,[www.bfrbands.com,](http://www.exerscribe.com/blog,) or [www.bfrbands.com,](http://www.nutriscribebook.com./) 2. Prohibited Uses Do not use the RockCuff Pro trademarks in a way that would mislead consumers that you or your products or services are somehow related to, endorsed by, or affiliated with RockCuff or RockCuff Pro..

Company, Product, Service.

You may not place your company name, trademarks, service marks, or product names next to (or combine them with) the RockCuff Pro trademarks.

Logos.

You may not use the RockCuff or RockCuff Pro logos, artwork, trade dress, designs or any combination of these, or any trademark including these (together, the “Logos”), for any purpose without prior written consent from RockCuff Pro.

Domain Names, Meta tags, Hidden Text.

You may not incorporate the RockCuff or RockCuff Pro trademarks in any domain name, meta tag, or other hidden text in a web page without prior written authorization from RockCuff Pro.

Internet Advertising Keywords.

You may not use or incorporate the RockCuff or RockCuff Pro trademarks in any internet advertising keyword, Ad Word, hashtag, or other term used to trigger advertising or search engine results without prior written permission from RockCuff Pro.

Merchandise Items.

You may not manufacture, sell, or give away merchandise items bearing any of the RockCuff Pro trademarks without first obtaining a written license from RockCuff Pro.

Required Notices For federally registered trademarks owned by RockCuff Pro, the ® symbol must accompany these trademarks and RockCuff Pro should be properly identified as the owner of these federally registered marks in a footnote that reads, for example, “ROCKCUFF PRO is a registered trademark owned by RockCuff Pro, Inc.” For pending applications or common law trademarks owned by RockCuff Pro, the TM or SM symbol must accompany these trademarks and RockCuff Pro should be properly identified as the owner of these trademarks in a footnote.

Social Media Guidelines. Do not use RockCuff Pro trademarks as any part of your social media account name, user name, page name, or as a community name.

General Use Guidelines Use capitalization consistently. Spell the RockCuff Pro trademarks correctly and do not abbreviate them, or combine or hyphenate the respective words in the RockCuff Pro trademarks.

Goodwill.

All uses and goodwill associated with the RockCuff Pro trademarks will inure to the benefit of RockCuff Pro.

Reservation of Rights.

Unless otherwise agreed to in writing, RockCuff Pro reserves the right to terminate permission to copy, reproduce, or display the RockCuff Pro trademarks and to demand that the RockCuff Pro trademarks cease to be used at any time, in its sole discretion. RockCuff Pro reserves the right to object to unfair uses or misuses of its RockCuff Pro trademarks and other violations of law, as well as uses that RockCuff Pro in its sole discretion deems unlawful or improper, even if such use is not expressly prohibited by these Guidelines. RockCuff Pro reserves the right to revise these Trademark Guidelines at any time, without notice.

Contact Information For any questions regarding the proper usage of the RockCuff Pro trademarks, the proper notices, or to seek permission to use the RockCuff Pro trademarks please contact RockCuff Pro at info@rockcuff.com.

Indemnification

You agree to indemnify, defend, and hold harmless RockCuff and RockCuff Pro, Inc., its officers, directors, employees, agents, licensors and suppliers from and against all losses, liabilities, expenses, damages, and costs, including reasonable attorneys’ fees, resulting from any violation of these terms and conditions, or any activity related to use of the site (including negligent or wrongful conduct) by you or any other person accessing the website using your Internet account.

Privacy

Registration data and certain other information about you are subject to our Privacy Policy. You understand that the technical processing and transmission of this site may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. For more information, see our privacy policy at [www.rockcuff.com/privacypolicy.com](http://www.rockcuff.com/privacypolicy.com)

Third-Party Links

The website may link to websites operated by third parties. RockCuff and RockCuff Pro, Inc. has no control over these linked sites, all of which have separate privacy and data collection practices, independent of RockCuff and RockCuff Pro, Inc. RockCuff and RockCuff Pro, Inc. is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. These linked websites are only for your convenience and therefore you access them at your own risk. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that RockCuff and RockCuff Pro, Inc. is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the website administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

Applicable Law

Your use of this website shall be governed in all respects by the laws of the state of Nevada, U.S.A., without regard to choice of law provisions.

Typographical Errors

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, RockCuff and RockCuff Pro, Inc. shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. RockCuff and RockCuff Pro, Inc. shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled RockCuff and RockCuff Pro, Inc. shall immediately issue a credit to your credit card account in the amount of the charge.

Errors and Omissions

We make every attempt to provide complete information, descriptions, and details. Please inform us of any inconsistencies in the transmission or delivery of information and content.

PRODUCT USE

YOU AGREE TO THOROUGHLY READ ALL INSTRUCTIONS PROVIDED WITH THE PRODUCT AND THE SOFTWARE PROVIDED AND TO FOLLOW THE INSTRUCTIONS WITH REGARD TO PROPER INSTALLATION AND USE. YOU AGREE TO CONSULT A HEALTHCARE PROFESSIONAL PRIOR TO USE AND TO READ THE CONTRAINDICATIONS PRIOR TO ANY USE AND TO CEASE USE IF YOU HAVE OR DEVELOP ANY OF THE CONTRAINDICATIONS AT ANY TIME. YOU AGREE TO NOT LEND OUT OR USE THE PRODUCT TO OTHERS WHO ARE NOT A PARTY TO THIS AGREEMENT OR TO RECOMMEND USE TO OTHERS THAT IS CONSIDERED OFF LABEL.

Termination

These terms and conditions are applicable to you upon your accessing this website. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification, and Miscellaneous, shall in all events survive any termination of these Terms and Conditions.