

Terms and Conditions

1. General Information

The site www.kineticbalancebliss.com, hereinafter referred to as "Kinetic Balance Bliss" is owned and operated by SC Kinetic Balance Bliss S.R.L., hereinafter referred to as the "Seller." The company details are as follows: VAT Number 50985838, registered under the Trade Registry number J2024046537007, with headquarters located in Cluj-Napoca, Romania.

2. Definitions

- **Seller** – SC KINETIC BALANCE BLISS S.R.L.
- **Buyer** – Any natural or legal person, or any legal entity that places an order.
- **Client** – Any natural or legal person who has or obtains access to the CONTENT, through any communication means provided by Kinetic Balance Bliss (electronic, telephonic, etc.), or based on an existing user agreement between Kinetic Balance Bliss and them, which requires the creation and use of an ACCOUNT.
- **User** – Any natural or legal person with an ongoing subscription, who, by completing the Account creation process, has agreed to the site's specific clauses in the Terms and Conditions section.
- **Account** – A section of the Site consisting of an email address and a password that allows the Buyer to access Goods and Services and contains information about the Client/Buyer and their history on the Site (Orders, fiscal invoices, product guarantees, etc.).
- **Site** – The domain www.kineticbalancebliss.com and its subdomains.
- **Order** – An electronic document that serves as a form of communication between the Seller and the Buyer, through which the Buyer conveys to the Seller, via the Site, their intention to purchase Goods and Services from the Site.
- **Goods and Services** – Any product or service, including subscriptions, whether recurring or not, documents, and services mentioned in the Order, to be delivered by the Seller to the Buyer as a result of the concluded Contract.
- **Automatic Renewal** – The automatic debiting of the credit card saved in the client account, periodically according to the selected plan, until the plan is canceled by the client.
- **Cancellation of Subscription** – The cancellation of automatic payment that can be initiated by the buyer from the client account. The client account can be accessed using the user (email) and password they created.

- **Campaign** – The action of commercially displaying a finite number of Goods and/or Services with a limited and predefined stock for a set period determined by the Seller.
- **Contract** – Represents the remote contract concluded between the Seller and the Buyer, without the simultaneous physical presence of the Seller and the Buyer.
- **Content:**
 - All information on the Site that can be visited, viewed, or otherwise accessed via electronic equipment;
 - The content of any email sent to Buyers by the Seller through electronic means and/or any other available communication means;
 - Any information communicated by any means by an employee/collaborator of the Seller to the Buyer, according to the contact information specified or not by them;
 - Information related to the Goods and/or Services and/or the rates practiced by the Seller for a certain period;
 - Information related to the Goods and/or Services and/or rates practiced by a third party with whom the Seller has partnership agreements, for a certain period;
 - Data related to the Seller, or their other privileged data.

Review – A written evaluation by the owner or beneficiary of a product or service, drafted based on personal experience and their ability to provide qualitative commentary and to assess whether the product or service meets the specifications mentioned by the manufacturer.

Inquiry – A request directed to Kinetic Balance Bliss's representatives for information about the products or services on the site, presented in written form on the Kinetic Balance Bliss website, via email or social media, and/or verbally by phone.

Response – Written information provided to the User/Client/Buyer who has made an Inquiry on the Site. The response represents an explanation offered by Kinetic Balance Bliss's representatives.

Document – These Terms and Conditions.

Newsletter – A means of periodic communication, exclusively via electronic mail (email or SMS), regarding the Goods and Services and/or promotions undertaken by the Seller during a certain period, without any commitment from the Seller regarding the information contained therein.

Transaction – The receipt or refund of an amount resulting from the sale of a Good and/or Service by Kinetic Balance Bliss to the Buyer, processed using the card payment processor services agreed upon by the Seller, regardless of the delivery method.

2. CONTRACTUAL DOCUMENTS

2.1. By registering an Order on the Site, the Buyer agrees to the communication methods (telephone or email) through which the Seller conducts its commercial operations.

2.2. The notification received by the Buyer after placing the Order serves as information and does not constitute acceptance of the Order. This notification is made electronically (email) or via telephone.

2.3. For justified reasons, the Seller reserves the right to modify the quantity of Goods and/or Services in the Order. If the Seller changes the quantity of Goods and/or Services in the Order, they will notify the Buyer at the email address or phone number provided to the Seller when placing the Order and will refund the paid amount.

2.4. The Contract is deemed concluded between the Seller and the Buyer at the moment the Buyer receives a payment confirmation notification via electronic mail and/or SMS from the Seller.

2.5. The document and the information provided by the Seller on the Site will form the basis of the Contract.

3. ONLINE SALES POLICY

3.1. Access to place an Order is allowed to any User/Client/Buyer. For justified reasons, Kinetic Balance Bliss reserves the right to restrict the Client's/Buyer's access for placing an Order and/or to some of the accepted payment methods if it believes that, based on the Client's/Buyer's conduct or activity on the Site, their actions could harm Kinetic Balance Bliss in any way. In any of these cases, the Client/Buyer can contact Kinetic Balance Bliss at info@reply.kineticbalancebliss.com to be informed about the reasons that led to the aforementioned measures.

3.2. Communication with the Seller can be conducted through direct interaction or via the addresses mentioned in the "CONTACT" section of the Site. The Seller has the freedom to manage information received without the need to provide justifications.

3.3. Kinetic Balance Bliss may publish on the Site information regarding Goods and/or Services and/or promotions offered by it or any other third party with whom Kinetic Balance Bliss has partnership agreements, for a certain period and within the available stock limit.

3.4. All prices for the Goods and/or Services presented on the Site are expressed in the local currency (e.g., RON) and are not subject to VAT.

3.5. In the case of online payments, the Seller is not/cannot be held responsible for any additional costs incurred by the Buyer, including but not limited to currency conversion fees applied by the card issuer's bank if the card's issuing currency differs from the local currency (e.g., RON). The Buyer bears sole responsibility for this action.

3.6. All information used to describe the Goods and/or Services available on the Site (static/dynamic images, multimedia presentations, etc.) does not constitute a contractual obligation from the Seller, as they are used solely for presentation purposes.

3.7. The services provided by Kinetic Balance Bliss include both one-time payment products and subscription-based services, neither of which are provided on physical media (such as CD/DVD or otherwise).

- **One-Time Payment Products:** Purchasing a one-time payment product grants the Client/Buyer access to the materials published on the Kinetic Balance Bliss platform for a period of three months. Access is ensured for the duration of this period following the confirmation of full payment for the product.
- **Subscription-Based Services:** Purchasing a subscription grants the Client/Buyer immediate and ongoing access to the materials published on the Kinetic Balance Bliss platform as long as the subscription remains active. Client access is ensured until the completion of the paid period according to the chosen subscription plan. Access to subscription-based Services becomes effective only after the payment for their value has been confirmed.

In both cases, the access to the purchased Services becomes effective only after the payment has been confirmed.

3.8. In case of choosing a subscription-based product, the Client has the option to cancel the plan and automatic payment at any time, with the note that they will continue to have access to the services until the end of the period for which the last payment was made.

4. RETURN POLICY

4.1. Current law grants every citizen the right to withdraw from a distance contract within 14 days of its conclusion, without justification and without additional costs other than those specified by law. However, this provision does not apply to services from which the Client/Buyer benefits immediately and fully, digital content not supplied on a physical medium, or customized services clearly tailored for the Client/Buyer, such as the services offered by www.kineticbalancebliss.com.

4.2. Nonetheless, Kinetic Balance Bliss offers the possibility for the Client to request and receive a refund for the last payment within 48 hours of the request. The request is made by emailing info@reply.kineticbalancebliss.com or through the form in the "Contact" section.

4.2.1. Upon review, Kinetic Balance Bliss will respond via email with the decision made for each case individually.

4.2.2. The request must fulfill the following conditions for refund validation:

- It must be sent within a maximum of 48 hours from the last purchase.
- It must include the name, surname, email address associated with their Account on www.kineticbalancebliss.com, and the number and series of the invoice received from Kinetic Balance Bliss.

4.2.3. After submitting this request and analyzing the written request, the amount corresponding to the last payment will be refunded within a maximum of 15 working days directly to the account from which the payment was made.

4.2.4. The refund method will ONLY be via bank transfer, from the account of Kinetic Balance Bliss to the account provided by the Client in the sent request.

4.3. By accepting this Document, the Client expressly agrees to benefit from Kinetic Balance Bliss's Services immediately after making and confirming receipt of payment.

5. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

5.1. The Content, as defined in the preamble, including but not limited to logos, stylized representations, trademarks, static images, dynamic images, text, and/or multimedia content presented on the Site, is the exclusive property of Kinetic Balance Bliss, with all rights obtained in this regard either directly or indirectly (through usage and/or publication licenses) reserved.

5.2. The Client/Buyer is not permitted to copy, distribute, publish, transfer to third parties, modify, and/or alter otherwise, use, link to, display, include in any context other than the intended original by Kinetic Balance Bliss, incorporate any Content outside the Site, remove the marks signifying Kinetic Balance Bliss's copyright on the Content, or participate in the transfer, sale, distribution of materials made by reproducing, modifying, or displaying the Content without the express written consent of Kinetic Balance Bliss.

5.3. Any Content to which the Client/Buyer has or obtains access by any means is subject to the Document, if the Content is not accompanied by a specific and valid usage agreement concluded between Kinetic Balance Bliss and them, and without any implicit or explicit warranty from Kinetic Balance Bliss concerning that Content.

5.4. If Kinetic Balance Bliss grants the Client/Buyer the right to use certain content under an agreement, the right extends only to that content defined within the agreement, only for the duration of its existence on the site or the period defined in the agreement, according to

the defined conditions, if they exist, and does not constitute a contractual obligation from Kinetic Balance Bliss towards that Client/Buyer or any other third party who has/obtains access to this transferred content, which might be or is harmed in any way by this content, during or after the expiration of the usage agreement.

5.5. No Content transmitted to the Client or Buyer, via any means of communication (electronic, telephonic, etc.) or obtained by them through access, visiting, and/or viewing, constitutes a contractual obligation of Kinetic Balance Bliss and/or Kinetic Balance Bliss's employee or agent who mediated the Content transfer, if it exists, regarding that content.

5.6. Any use of the Content for purposes other than those expressly permitted by this Document or the accompanying usage agreement, if any, is prohibited.

6. ORDERS

6.1. The Client/Buyer can place Orders on the Site by selecting products or services available in the PRICE section.

6.2. By completing the Order, the Buyer consents that all the data provided by them, necessary for the purchase process, are correct, complete, and accurate on the date of placing the Order. Kinetic Balance Bliss reserves the right not to be held responsible for incorrectly provided information.

6.3. By completing the Order, the Buyer agrees that the Seller may contact them via any means available/agreed by the Seller whenever it is necessary to contact the Buyer.

6.4. The Seller can cancel the Order placed by the Buyer, following prior notification to the Buyer, without any further obligation of either party towards the other, or without either party being able to claim damages in the following cases:

6.4.1. The issuing bank of the Buyer's card does not accept the transaction, in the case of online payment.

6.4.2. The transaction is invalidated by the card processor agreed by Kinetic Balance Bliss, in the case of online payment.

6.4.3. The data provided by the Client/Buyer on the Site are incomplete and/or incorrect.

6.5. The Seller offers two types of products:

- **One-Time Payment Products:** These are paid in full at the time of purchase and grant the Buyer access to the specified content or service for a period of three months from the date of purchase.
- **Subscription-Based Products:** These involve recurring charges and grant the Buyer ongoing access to the specified content or service as long as the subscription remains active. Subscriptions will renew automatically until canceled.

6.6. The Buyer has the right to access the products as per the purchasing model:

- Access to the one-time payment product will be terminated automatically after the three-month access period unless stated otherwise in a specific agreement.
- The Buyer can cancel subscription-based products at any time before the next billing cycle. If canceled, access to the subscription product continues until the end of the paid billing period.

6.7. If a Good and/or Service ordered by the Buyer cannot be delivered by the Seller, the Seller will inform the Buyer of this fact and will return the value of the Good and/or Service to the Buyer's account within a maximum of 15 (fifteen) business days from the date the Seller became aware of this fact or from the date the Buyer expressly expressed their intention to terminate the Contract.

7. CONFIDENTIALITY

7.1. Any information of any kind provided by the Buyer/Client to the Seller will remain the property of the Seller.

7.2. By registering in the database of www.kineticbalancebliss.com, the Client/Buyer gives their express consent, within the limits of the law, to be contacted by employees of www.kineticbalancebliss.com.

7.3. Kinetic Balance Bliss has implemented all necessary legal requirements at the European level to protect our users' data. You will find legal information displayed about how we collect and use personal data at each place where it is collected, as well as information about cookies on our site and how these can be managed.

7.4. We will never collect the personal data of the Client/Buyer before obtaining their consent.

7.5. As a User/Client/Buyer of our site, you have the right to request the deletion of all information related to your account (your account, newsletter subscription, etc.).

7.6. By transmitting information or materials through this site, you give the Seller unrestricted and irrevocable access to them, the right to use, reproduce, display, modify, transmit, and distribute these materials or information. You also agree that the Seller may freely use, for its own interest, any ideas, concepts, know-how, or techniques you submit through the Site. Kinetic Balance Bliss will not be subject to confidentiality obligations regarding the information submitted unless the applicable legislation provides otherwise.

7.7. By registering in the database of Kinetic Balance Bliss, the Client/Buyer gives their express consent, within the limits of the law, to be contacted by third parties, partners of Kinetic Balance Bliss: marketing service providers, other service providers to fulfill the object of the Contract concluded between the Buyer and the Seller, as well as by state agencies, governmental agencies, when specific legislation provides for this; and by other

companies with which Kinetic Balance Bliss may develop joint marketing offering programs for Goods and/or Services, etc.

7.8. If the Client/Buyer authorizes the collection of their personal data, the Seller undertakes to always use it to benefit the Client/Buyer. When we know more about the Client/Buyer and their preferences, we can make relevant and helpful recommendations for the Client/Buyer that will save them time.

8. ADVERTISING

8.1. Kinetic Balance Bliss's newsletters are sent through partners specialized and agreed upon by the Seller. Thus, confidentiality and security of information are ensured.

8.2. The Client can express their agreement regarding the receipt of Newsletters. The Client can change their agreement regarding this with the Seller at any time:

8.2.1. By contacting the Seller regarding this.

8.2.2. By accessing the unsubscribe link displayed within the commercial messages received from the Seller.

8.3. Unsubscribing from Newsletters does not imply renouncing the acceptance given for this Document.

8.4. Promotions conducted by Kinetic Balance Bliss fall under the law OG No. 99/2000 and may change depending on the marketing campaigns implemented.

9. INVOICING – PAYMENT

9.1. The prices of Goods and Services displayed on the www.kineticbalancebliss.com website are VAT-exempt according to current legislation.

9.2. The price, payment method, and payment term are specified in each Order. The Seller will issue an invoice to the Buyer for the delivered Goods and Services, and the Buyer's obligation is to provide all necessary information for issuing the invoice in accordance with applicable legislation.

9.3. The Seller will send the Buyer the invoice related to the Order containing Goods and/or Services sold by Kinetic Balance Bliss, as well as for any other payments related to the Order, exclusively in electronic format, via electronic mail, at the email address mentioned by the Buyer in their Account.

9.4. For accurate communication of the invoice related to the Order, the Buyer is responsible for updating their Account information whenever necessary and for accessing the information and documents related to each Order existing in their Account.

9.5. Through this means of communication, the Buyer, by accessing their Account, will have a record of the invoices issued by Kinetic Balance Bliss, and can save and archive them at any time and in any manner they wish.

9.6. By sending the Order, the Buyer agrees to receive invoices in electronic format by having Kinetic Balance Bliss add them to their Account or via electronic mail at the email address mentioned in their Account.

9.7. If this information is unavailable for more than 48 (forty-eight) hours in the Account, please let us know at: info@reply.kineticbalancebliss.com.

9.8. The payment card data of the Client/User/Buyer will not be accessible to the Seller and will not be stored by Kinetic Balance Bliss, or the payment processor integrated into the Site but only by the institution authorizing the Transaction or another entity authorized to provide card identification data storage services, about whose identity the Client/User/Buyer will be informed prior to entering the data.

9.9. In some cases, to maintain Transaction security, upon registering the Order, the Buyer may be required to authorize the payment by re-entering the Account password or using the fingerprint in the case of mobile terminals that have this capability.

9.10. For Transaction security reasons, the Client/User/Buyer is advised not to remain logged in to the Site and not to set the automatic login option on mobile devices. Disclosure of the account access password is not permitted, and using a highly secure password is recommended (e.g., at least eight characters, including uppercase letters, lowercase letters, numbers, and special characters).

10. LIABILITY

10.1. The Seller assumes no responsibility and cannot be held liable for any damages or losses arising from the misuse of products and services purchased through this site in ways other than those recommended. The site www.kineticbalancebliss.com and the related materials are used "as is" and "as available" without warranties of any kind. Users/Clients/Buyers expressly agree that using this site and purchasing products is at their own risk.

10.2. The Seller does not guarantee that the use of the services will be uninterrupted, permanently available, error-free, or that it will meet the individual requirements or expectations of Users/Clients/Buyers or that any defects in the offered Services will be corrected. Also, the Seller does not provide any warranty and assumes no responsibility for the connectivity and availability of the Services.

10.3. The Seller does not guarantee or ensure the accuracy, truthfulness, completeness, or incompleteness of the information presented on the Site. The Seller's involvement or non-involvement concerning any information included on the Site does not imply acceptance or endorsement of that information. The Seller cannot be held liable for any loss or

damage caused by reliance on or lack of reliance on information disseminated on the Site or transmitted by any other means.

10.4. The Seller cannot be held liable for any incidental, special, consequential, or indirect damages resulting from or related to the use or inability to use Kinetic Balance Bliss, including but not limited to damages, losses, prejudices, data or program corruption, service interruptions and procurement of substitute services, even if the Seller is aware of or has been informed about the possibility of such damages, except when they are caused by the Seller's intentional misconduct or gross negligence. To the maximum extent permitted by law, under no circumstances will the TOTAL liability of the Seller (in any form of action connected to this Document or the use of Kinetic Balance Bliss exceed the amount the Client/Buyer has paid to the Seller. If the User/Client/Buyer has not paid for using Kinetic Balance Bliss, the TOTAL liability of the Seller will be a maximum of 500 RON or the equivalent amount.

10.5. The Seller will not be liable and cannot be held accountable for any direct, indirect, special, general, compensatory, consequential, and/or incidental damages resulting from activities carried out by the User/Client/Buyer or by anyone else in connection with the use of Kinetic Balance Bliss, including but not limited to bodily injury, emotional distress, and/or any other damages caused by communication or meeting with other Users/Clients/Buyers of Kinetic Balance Bli outside the Site or through it. The Seller has no responsibility for any promises or commitments made by any of the Users/Clients/Buyers and actions or inactions resulting therefrom.

10.6. The Seller grants the User/Client/Buyer limited access for personal interest to this site and does not confer the right to download or modify the site in part or in full, to partially or fully reproduce the site, to copy, sell/resell, or exploit the site in any other manner for commercial purposes or contrary to Kinetic Balance Bliss's interests, without written consent.

10.7. Users/Clients/Buyers of the site may make comments and other communications; send suggestions, ideas, questions, or other information as long as their content is not illegal, obscene, threatening, defamatory, does not infringe on others' privacy, does not violate intellectual property rights, does not contain viruses, promotional campaign texts, chain letters, bulk emails, or any other form of spam. Users/Clients/Buyers using a false email address or sending communications on behalf of another person or entity will be sanctioned according to current laws. The Seller reserves the right to delete any such identified content on the site.

10.8. The Seller will not bear responsibility or be obliged to any compensation for any damages caused by such communications. By submitting or displaying materials/documents, the user grants the Seller and its affiliates/associates a non-exclusive, unlimited, free, irrevocable, and transferable right to use, reproduce, modify, adapt, publish, translate, create derivative works, as well as the right to distribute, present these contents anywhere in the world, through any media. The Seller and its affiliates/associates

are also guaranteed, or those to whom the license is retransmitted, the right to use the name associated with such content. The User/Client/Buyer guarantees that they have all the rights over the content they display or transmit on the site, so using this content does not cause harm to any person.

10.9. By creating and using the Account, the Client/User/Buyer is responsible for maintaining the confidentiality of the Account data (username and password) and for managing Account access and, to the extent permissible by applicable law, is responsible for activities conducted through their Account.

10.10. By creating the Account and/or using Content and/or placing Orders, the Client/User/Buyer expressly and unequivocally accepts the Site's Terms and Conditions in the latest updated version communicated within the Site, existing at the time of Account creation and/or Content use and/or Order placement.

10.11. Subsequent to Account creation, using Content amounts to accepting changes made to the Site's Terms and Conditions and/or updated versions of the Site's Terms and Conditions.

10.12. The Terms and Conditions of the Site may be changed at any time by the Seller, and they are enforceable upon Clients/Users/Buyers from the date of posting on the Site. Acceptance of the Site's Terms and Conditions is confirmed by checking the appropriate checkbox on the Site and/or by sending an Order and/or by making an online payment.

11. PERSONAL DATA PROCESSING

11.1. According to the requirements of Law no. 677/2001 on the protection of persons regarding the processing of personal data and the free circulation of such data, as amended and supplemented, Kinetic Balance Bliss is obliged to manage safely and only for the specified purposes, the personal data you provide to us.

11.2. The purpose of data collection is:

- informing Clients/Buyers about the status of their Account, including validating, shipping, and billing Orders, resolving cancellations or any issues related to an Order, goods, and/or services purchased;
- sending Newsletters and/or periodic alerts by using electronic mail (e-mail, SMS);
- conducting market research, tracking and monitoring sales and Client/Buyer behavior.

11.3. By completing the data in the Profile Creation and/or Order Completion form, the Buyer unconditionally declares and accepts that their personal data be included in Kinetic Balance Bliss's database and expressly and unequivocally consents to all their personal data being stored, used, and processed for the purpose mentioned above in point 11.2.

11.4. By reading the Document, you acknowledge that you are guaranteed the rights provided by law, namely the right to information, the right to access data, the right to intervene, the right to object, the right not to be subject to an individual decision, and the right to address justice in case of infringement of rights guaranteed by Law 677/2001 for the protection of persons regarding the processing of personal data and the free circulation of such data.

11.5. Based on a written, dated, signed request sent to the address [Your Address], you can exercise, free of charge, for one request per year, to confirm whether personal data is processed or not.

11.6. Based on a written, dated, signed request sent to the address: Str. Dorobantilor nr.113/65, Cluj-Napoca, Romania, you can exercise the right to intervene in data, if applicable: 11.6.1. rectification, updating, blocking, or deletion of data whose processing is not in compliance with Law 677/2001 for the protection of persons regarding the processing of personal data and the free circulation of such data, especially of incomplete or inaccurate data; 11.6.2. transformation into anonymous data for processing not in compliance with Law 677/2001 for the protection of persons regarding the processing of personal data and the free circulation of such data; 11.6.3. notification to third parties to whom the data was disclosed unless such notification proves impossible or implies a disproportionate effort compared to the legitimate interest that might be harmed.

11.7. Kinetic Balance Bliss may also provide Buyer's personal data to other companies with which it is in partnership, but only under a confidentiality commitment from them and solely for the purposes mentioned in point 11.3., ensuring that these data are kept safe and that providing this personal information is done in accordance with applicable legislation, as follows: courier service providers, marketing service providers, payment/banking service providers, telemarketing, or other services provided by companies with which Kinetic Balance Bliss may develop joint market offering programs for Goods and Services.

11.8. Buyer's personal information may also be provided to the General Prosecutor's Office, Police, courts of law, and other state empowered entities, based on and within the legal provisions and as a result of expressly formulated requests.

12. FORCE MAJEURE

12.1. Neither party shall be liable for non-performance of its contractual obligations if such non-performance is due to a force majeure event, an unpredictable event beyond the control of the parties, and which cannot be avoided.

12.2. If the respective event does not cease within 15 (fifteen) days from its occurrence, either party will have the right to notify the other party of the termination by full right of the Contract without any of them being entitled to claim additional damages.

13. APPLICABLE LAW – JURISDICTION

This Contract is governed by Romanian law. Any disputes arising between Kinetic Balance Bliss and Clients/Buyers shall be resolved amicably or, if this is not possible, the disputes will be settled by the competent Romanian courts in the Municipality of Cluj-Napoca.

14. CUSTOMER LOYALTY PROGRAM

14.8. Promotions are not cumulative.

Last Updated: December 15, 2024

We may update this policy from time to time and will notify you of any changes by posting the new version on our website. If you have provided us with your contact details and authorized us to contact you, we will inform you if we make substantial changes to this policy. Please periodically review this policy for any updates. Should the applicable legislation change, we will inform you promptly.