

Terms of Use

Acceptance of the Terms of Use

These Terms of Use (“Terms”) form a binding agreement between you (“User,” “you”) and **Pro Buying Group LLC** (“Pro Buying,” “Company,” “we,” or “us”), including our subsidiaries and divisions. These Terms, along with any documents referenced herein, govern your access to and use of our website and any related online tools, services, or applications provided by Pro Buying (collectively, the “Website”).

Please review these Terms carefully before using the Website. By accessing or using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our **Privacy Policy**, which is incorporated herein by reference. If you do not agree to these Terms or the Privacy Policy, you may not access or use the Website.

This Website is intended for use by individuals who are at least 18 years old and reside within the United States or its territories. By using the Website, you confirm that you meet these eligibility requirements and are legally capable of entering into a binding agreement with Pro Buying. If you do not meet these criteria, you are not authorized to use the Website.

Changes to the Terms of Use

Pro Buying Group LLC reserves the right to update, modify, or remove any part of this Website — including its content, services, and related information such as career opportunities or benefits — at any time and at our sole discretion, without prior notice. The materials and information provided on this Website, along with the terms and conditions governing their use, may change periodically. We encourage users to review these Terms regularly to stay informed of any updates. Continued use of the Website following the posting of revised Terms constitutes your acceptance of those changes.

Pro Buying Group LLC also reserves the right to monitor all activity and usage on this Website as deemed appropriate.

Accessing the Website and Account Security

Pro Buying Group LLC grants you a limited, non-exclusive, non-transferable right to access and use this Website and to print individual pages for your personal, non-commercial use, provided that you agree to and comply with all notices, terms, and conditions outlined in these Terms of Use. Except as expressly permitted above, you may not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell any information, material, software, products, or services obtained from this Website.

As a condition of your use of the Website, you represent and warrant that you will not use the Website for any purpose that is unlawful, unethical, or otherwise prohibited by these Terms. Aside from these Terms and any specific agreements between you and **Pro Buying Group LLC** for the purchase of products or services, no contract or obligation shall arise from your use of this Website. Any attempt to create such an agreement or obligation through use of the Website is void and without effect.

Pro Buying Group LLC makes reasonable commercial efforts to maintain continuous access to the Website, subject to scheduled maintenance, unscheduled repairs, or system outages. However, we do not guarantee uninterrupted availability and cannot ensure that the Website will always be free of errors, defects, viruses, or other harmful components. We make no warranty that any issues will be corrected or that the Website or its servers will always operate without interruption.

We reserve the right, at our sole discretion, to withdraw or modify the Website and any services or materials provided through it, without prior notice. **Pro Buying Group LLC** shall not be liable if any portion of the Website becomes unavailable at any time or for any duration. From time to time, access to certain areas of the Website—or the entire Website—may be restricted to specific users, including registered users.

You are solely responsible for:

- Making all necessary arrangements for your access to the Website; and
- Ensuring that anyone using your internet connection to access the Website is aware of and complies with these Terms of Use.

By using the Website, you agree that all information you provide—whether through registration, contact forms, or other interactive features—is accurate, current, and complete. You further acknowledge that any information you submit is governed by our **Privacy Policy**, and you consent to all actions we take with respect to your data consistent with that policy.

Submissions

We welcome your feedback regarding the Website and our services. However, we ask that any comments you provide be specific to those services and not include any ideas, suggestions, materials, concepts, or other information (collectively, “Non-Solicited Information”).

If you do provide Non-Solicited Information despite this request, you agree that all such information shall be considered the sole property of **Pro Buying Group LLC**. **Pro Buying Group LLC** is not obligated to maintain any confidentiality regarding Non-Solicited Information and shall have the unrestricted right to use, reproduce, modify, distribute, or otherwise exploit such information for any purpose, commercial or otherwise, without compensation, liability, or obligation to you or any other provider of the information.

Electronic Communications

When you use the **Pro Buying** website, system, or related applications, or when you send emails, text messages, or other electronic communications to us from your desktop or mobile device, you are communicating with us electronically. By doing so, you consent to receive communications from **Pro Buying Group LLC** electronically, including emails, text messages, mobile push notifications, or messages on this Website or through other services we provide. You are encouraged to retain copies of these communications for your records. You agree that electronic communications from us satisfy any legal requirement that such communications be in writing.

SMS/Text Message Notifications

You may choose to “opt-in” to receive SMS/text message notifications from **Pro Buying Group LLC**. By opting in, you agree to the terms outlined here. If you do not agree, you must stop using our SMS/text message services immediately and follow the instructions to opt out.

For the purposes of these Terms, “opt-in” means requesting, joining, enrolling, signing up, or otherwise consenting to receive text messages from **Pro Buying Group LLC**. These messages may include, but are not limited to, order confirmations, delivery updates, and other notifications related to your purchases.

You may unsubscribe from SMS/text message services at any time by texting “**STOP**” to the short code from which you received the messages. After doing so, you will receive a confirmation message indicating that you have been unsubscribed and will no longer receive SMS/text notifications. To rejoin, simply follow the original sign-up process, and messages will resume.

If you need assistance with SMS/text services, you may reply with “**HELP**” or contact us directly at info@probuying.com or **718-400-1776**. Please note that carriers are not responsible for delayed or undelivered messages.

Message and data rates may apply for messages sent to or from **Pro Buying Group LLC**. The frequency of messages may depend on your qualifying order volume (not all orders may be eligible for SMS/text notifications). For questions about your mobile or data plan, please contact your wireless service provider.

For more information about how we handle your information, please see our **Privacy Policy**.

Your Account

Certain services offered by **Pro Buying Group LLC** may require you to create an account. You are solely responsible for maintaining the confidentiality of your account credentials, including

your password, and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account or password.

Pro Buying Group LLC reserves the right, at our sole discretion, to refuse service, terminate accounts, suspend or revoke your access to our services, remove or modify content, or cancel orders at any time.

Product Orders

While **Pro Buying Group LLC** strives to fulfill all orders, we cannot guarantee the availability of any specific product listed on the Website. We reserve the right, at our sole discretion, to discontinue the sale of any product at any time without prior notice and to limit quantities of products for any reason.

Product prices displayed on this Website may differ from other advertised prices due to variations in geographic markets or other factors. All prices are quoted in U.S. dollars and are valid only within the United States. Prices do not include shipping, handling, or applicable state and local taxes, which will be added to your total order. You are responsible for paying any shipping, handling, or applicable taxes.

While we aim for accuracy, **Pro Buying Group LLC** does not guarantee that all content on the Website—including product information, specifications, or pricing—is complete or error-free. In the event of a pricing or product information error, we will correct our records, and the corrected information will apply to your order. We reserve the right to revoke any offer and to correct any errors, inaccuracies, or omissions.

Digital Millennium Copyright Act (“DMCA”)

If you believe that any content on this Website infringes your copyright, you may request that it be removed by sending written notice to **Pro Buying Group LLC** at info@probuying.com.

Your notice must comply with the requirements of the DMCA and include the following:

Your full name, mailing address, and email address;

A clear identification of the copyrighted work you claim has been infringed, including a URL linking to an authorized version of the work;

Identification of the allegedly infringing material, including a URL linking to its location on our Website;

A statement, made in good faith, that you believe the identified material is not authorized by the copyright owner, its agent, or the law;

A statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act on behalf of the owner; and An electronic or

physical signature of the person authorized to act on behalf of the copyright owner.

Pro Buying Group LLC reserves the right to disregard notices that are unclear, incomplete, or otherwise fail to meet DMCA requirements. If we determine that a notice lacks validity, we may, at our discretion, refuse to remove the content. Any decision by us to remove or retain content does not constitute a legal determination regarding the validity of your claim or any defenses to it. **Pro Buying Group LLC** reserves all rights at all times.

Sanctions and Export Policy

You may not use any of **Pro Buying Group LLC**'s services or make purchases from us if you are subject to U.S. sanctions. You are responsible for complying with all applicable U.S. and international export and re-export laws, regulations, and restrictions that may apply to goods, technology, or services provided through our Website or services.

Intellectual Property Rights

The Website and all of its content, features, and functionality—including, but not limited to, information, software, text, graphics, images, video, audio, and the design, selection, and arrangement thereof—are owned by **Pro Buying Group LLC**, its licensors, or other providers and are protected under U.S. and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Except as expressly permitted below, you may not reproduce, distribute, modify, create derivative works of, publicly display or perform, republish, download, store, or transmit any material from the Website:

- Your computer may temporarily store copies of materials in RAM incidental to your accessing and viewing them.
- Files automatically cached by your web browser for display optimization may be stored.
- You may print a reasonable number of pages for personal, non-commercial use only.
- If **Pro Buying LLC** provides desktop, mobile, or other applications for download, you may download a single copy solely for personal, non-commercial use, subject to any applicable end user license agreement.
- Social media features may allow limited use of certain content in ways expressly enabled by those features.

You must not:

- Modify any materials from the Website;
- Use illustrations, photographs, video, audio, or graphics separately from accompanying text;
- Remove or alter copyright, trademark, or other proprietary notices;

- Access or use any part of the Website for commercial purposes without express written permission.

Requests for uses not expressly permitted under these Terms should be submitted to **info@probuying.com**.

Any unauthorized use of the Website or its content will immediately terminate your rights under these Terms, and you must return or destroy any copies of materials made in violation. No rights, title, or interest in the Website or its content are transferred to you, and all rights not expressly granted are reserved by **Pro Buying Group LLC**. Any use not expressly authorized herein may constitute a violation of copyright, trademark, or other applicable laws..

Trademarks

Trademarks, service marks, logos, and other identifying marks of **Pro Buying Group LLC**'s customers, vendors, or other affiliated companies displayed on this Website are the property of their respective owners. You may not copy, use, or display these marks without the prior written consent of the owning company. **Pro Buying Group LLC** does not claim any ownership or trademark rights in the logos, marks, or branding of any customer, vendor, or third-party organization appearing on this Website.

All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners and are protected under applicable intellectual property laws.

Prohibited Uses

You may access and use the Website only for lawful purposes and in compliance with these Terms of Use. By using the Website, you agree not to:

- Violate any applicable federal, state, local, or international law or regulation, including laws governing the export of data or software to and from the U.S. or other countries.
- Exploit, harm, or attempt to exploit or harm minors in any way, including exposing them to inappropriate content or requesting personally identifiable information.
- Transmit or facilitate the sending of any unsolicited advertising, promotional materials, "junk mail," "chain letters," "spam," or other similar solicitations.
- Impersonate or attempt to impersonate **Pro Buying Group LLC**, any of its employees, another user, or any other person or entity, including through the use of email addresses or other identifiers.
- Engage in conduct that restricts or inhibits anyone's use or enjoyment of the Website, or that, in our sole discretion, may harm **Pro Buying Group LLC**, other users, or expose them to liability.

You further agree not to:

- Use the Website in any manner that could overload, damage, disable, or impair the site or interfere with other users' access, including their ability to participate in real-time activities.
- Use automated systems or software, such as robots, spiders, or scrapers, to access, monitor, or copy Website content without prior written consent.
- Use manual processes to monitor or copy content from the Website or for any unauthorized purpose without prior written consent.
- Introduce viruses, Trojan horses, worms, logic bombs, or other malicious software or harmful technology.
- Attempt to gain unauthorized access to or interfere with the Website, its servers, databases, or any connected systems, including by denial-of-service or distributed denial-of-service attacks.
- Violate or attempt to breach the security of the Website, including:
 - Accessing data not intended for your use or logging into servers or accounts without authorization;
 - Probing, scanning, or testing the vulnerability of systems or networks without proper authorization;
 - Interfering with service to any user, host, or network.

Violations of system or network security may result in civil or criminal liability. **Pro Buying Group Group LLC** reserves the right to investigate any suspected violations and cooperate with law enforcement authorities as necessary.

Monitoring and Enforcement; Termination

Pro Buying Group LLC reserves the right to:

- Take appropriate legal action, including referring matters to law enforcement, in response to any illegal or unauthorized use of the Website.
- Suspend or terminate your access to all or part of the Website, with or without notice, for any reason, including violation of these Terms of Use.
- Cooperate fully with law enforcement authorities or comply with court orders requesting the disclosure of the identity or other information of any person posting content on or through the Website.

By using this Website, you agree to waive any claims against **Pro Buying Group LLC**, its affiliates, licensees, and service providers arising from actions taken during or as a result of investigations by **Pro Buying Group LLC** or law enforcement authorities.

Pro Buying Group LLC assumes no liability for any actions or inactions regarding user or third-party transmissions, communications, or content, and is not responsible for the performance or nonperformance of the activities described above.

Reliance on Information Posed

The factual information presented on this Website is sourced from materials believed to be reliable and accurate and is intended solely for general informational purposes. **Pro Buying Group LLC** makes no express or implied guarantees regarding the accuracy, reliability, timeliness, or completeness of this information and is not responsible for any errors or omissions, whether originating from the source or from the Company. All factual content and other information, including opinions available through the Website, are provided on an “AS IS, AS AVAILABLE” basis. Without limiting the foregoing, **ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

Pro Buying Group LLC is not liable for any losses resulting from the use of this information, including, but not limited to, lost profits or any direct, indirect, special, consequential, or incidental damages. No advice or information, whether verbal or written, obtained from **Pro Buying Group LLC** or through this Website constitutes a warranty of any kind. Any reliance on the information provided is strictly at your own risk. We disclaim all liability for reliance by you, other visitors, or anyone informed of the Website’s content.

This Website may also include content from third parties, including materials from other users, bloggers, licensors, aggregators, or reporting services. All opinions, statements, articles, or responses contributed by third parties are solely those of the content providers and do not necessarily reflect the views of **Pro Buying Group LLC**. We are not responsible or liable for the accuracy, completeness, or reliability of third-party content..

Changes to the Website

Pro Buying Group LLC may revise or update the content on this Website periodically; however, the content may not always be complete, current, or accurate. Materials on the Website could be outdated at any given time, and **Pro Buying Group LLC** has no obligation to update or revise such materials.

Information about You and Your Visits to the Website

All information collected on this Website is governed by the **Pro Buying Group LLC** Privacy Policy. By accessing or using the Website, you agree to the collection, use, and handling of your information in accordance with our Privacy Policy.

Linking to the Website and Social Media Features

Linking to the Website and Social Media Features

You may link to the **Pro Buying Group LLC** homepage, provided that you do so in a manner

that is fair, legal, and does not harm our reputation or take advantage of it. You must not establish a link in a way that implies any association, approval, or endorsement by **Pro Buying Group LLC** without our express written consent.

This Website may offer social media features that allow you to:

- Link from your own or certain third-party websites to specific content on this Website.
- Send emails or other communications containing certain content, or links to certain content, on this Website.
- Display limited portions of content on this Website on your own or certain third-party websites.

You may use these features only as provided by us, solely with respect to the content they are associated with, and in accordance with any additional terms we provide for such features.

Subject to the above, you must not:

- Establish a link from any website not owned by you.
- Cause the Website, or portions of it, to be displayed on, or appear to be displayed by, any other site (e.g., framing, deep linking, or in-line linking).
- Link to any part of the Website other than the homepage.
- Take any action inconsistent with these Terms of Use with respect to the Website's materials.

Websites from which you link or make content accessible must comply with the **Content Standards** outlined in these Terms of Use. You agree to cooperate with **Pro Buying Group LLC** in stopping any unauthorized framing or linking. We reserve the right to revoke linking permission at any time without notice and may disable social media features or any link at our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. **Pro Buying Group LLC** has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you choose to access any third-party websites linked from this Website, you do so entirely at your own risk and are subject to the terms and conditions of use for those websites.

Geographic Restrictions

Pro Buying Group LLC provides this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible, appropriate, or legally permitted outside of the United States. Access to the Website may not be legal for certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

While we make efforts to provide accurate and reliable content, **Pro Buying Group LLC** cannot guarantee that files or information available on the Website or through downloads are free of viruses or other harmful components. You are responsible for using proper safeguards, including antivirus software, and maintaining external backups to protect your data. **Pro Buying Group LLC** is not responsible for any loss or damage caused by malicious software, distributed denial-of-service attacks, or other harmful material that may affect your devices, programs, data, or other property as a result of using the Website or its linked services.

Your use of the Website and any content, services, or items obtained from it is at your own risk. The Website and its offerings are provided on an “as is” and “as available” basis, without any warranties, whether express, implied, or statutory. **Pro Buying Group LLC** and its affiliates make no guarantees regarding the accuracy, reliability, security, or completeness of the Website or the services and content it provides. We do not warrant that the Website will be uninterrupted, error-free, or free from viruses or other harmful elements, or that it will meet your specific needs or expectations.

To the extent allowed by law, **Pro Buying Group LLC** disclaims all warranties, including those of merchantability, fitness for a particular purpose, and non-infringement. Any warranties that cannot legally be excluded remain in effect.

Limitation on Liability

To the maximum extent permitted by law, **Pro Buying Group LLC**, along with its affiliates, licensors, service providers, employees, agents, officers, and directors, will not be liable for any damages of any kind, under any legal theory, arising from or related to your use of, or inability to use, the Website, any linked websites, or any content provided on the Website or such linked sites. This includes, without limitation, direct, indirect, special, incidental, consequential, or punitive damages, such as personal injury, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, whether caused by tort (including negligence), breach of contract, or any other legal theory, even if the possibility of such damages was known or foreseeable.

Nothing in this section limits or excludes any liability that cannot be restricted under applicable law.

Indemnification

You agree to defend, indemnify, and hold harmless **Pro Buying Group LLC**, its affiliates, licensors, service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, liabilities, losses, damages, judgments, awards, costs, or expenses (including reasonable attorney fees) arising out of or related to your use of the Website or any violation of these Terms of Use. This includes, without limitation, claims resulting from your user submissions, any unauthorized use of the Website's content, services, or products, or any reliance on information obtained through the Website.

Governing Law

These Terms of Use and any issues related to the Website are governed by the laws of Wisconsin, without considering conflict-of-law rules.

Arbitration

If there's a dispute between you and **Pro Buying Group LLC** about the Website or these Terms, we may ask that it be resolved through binding arbitration in Beloit, Wisconsin, under the rules of the American Arbitration Association and Wisconsin law.

Time Limit for Claims

Any claim or lawsuit related to the Website or these Terms must be filed within one year from the date the issue arises. After that, the claim cannot be brought.

Waiver and Severability

If we don't enforce a part of these Terms, it doesn't mean we waive that part or any other part. If a court finds any part invalid or unenforceable, the rest of the Terms still apply.

Entire Agreement

These Terms, along with our Privacy Policy and any purchase terms, make up the complete agreement between you and **Pro Buying Group LLC** regarding the Website. They replace any previous agreements or discussions.

Feedback and Questions

For comments, questions, or technical help, contact us at the email listed on the first page of the Website.