

BEYOND SIBO – TERMS AND CONDITIONS

TERMS AND CONDITIONS

BEYOND SIBO

Operated by Balance.Institute BV

1. COMPANY INFORMATION

Beyond SIBO is a commercial brand and trading name operated by Balance.Institute BV.

Registered Office: Grotesteenweg-Zuid 30, 9052 Zwijnaarde, Belgium

Company Number: BE0795.782.951

VAT Number: BE0795.782.951

Email: support@beyondsibo.eu

Website: www.beyondsibo.eu

2. DEFINITIONS

For the purpose of these Terms:

Customer means any natural or legal person purchasing Products or Services.

Consumer means a Customer acting outside their trade, business or profession.

Business Customer means a Customer acting within their trade, business or profession.

Website means any website, portal, webshop, application or platform operated under the Beyond SIBO brand.

Test Kit means any health-related test kit, sampling or breath testing kit sold through the Website.

Sample means any breath sample, biological specimen or other material submitted for laboratory analysis.

Laboratory means any independent third-party laboratory performing analyses.

Consultation means any paid or unpaid meeting, video call, telephone call, written consultation, educational review or interpretation service.

Report means any written interpretation, summary, recommendation, educational

document or analysis provided by Beyond SIBO.

Services means all services provided by Beyond SIBO.

Products means all physical and digital products sold by Beyond SIBO.

3. ACCEPTANCE OF THESE TERMS

By accessing the Website, purchasing Products, purchasing Test Kits, submitting Samples, booking Consultations, downloading digital content, or receiving Reports, the Customer acknowledges having read, understood and accepted these Terms and Conditions in their entirety.

4. NATURE OF SERVICES

Beyond SIBO is an educational and testing coordination platform.

Beyond SIBO is not a hospital, medical clinic, healthcare institution or emergency service. Beyond SIBO does not provide medical treatment, medical diagnoses or prescriptions.

No doctor-patient relationship is established through use of the Services.

5. ELIGIBILITY

Customers must be at least 18 years old, possess legal capacity, provide accurate information and comply with applicable laws.

6. ORDERS

Orders become binding only after full payment and order confirmation.

Beyond SIBO reserves the right to refuse, suspend or cancel orders.

7. PRICING AND PAYMENT

All prices are stated in Euros.

Customers remain solely responsible for VAT, customs duties, import taxes, local taxes and governmental charges.

8. SHIPPING AND DELIVERY

Delivery dates are estimates only.

Beyond SIBO shall not be liable for shipping delays caused by customs authorities, carriers, postal services or force majeure events.

9. TEST KITS

Customers must inspect Test Kits immediately upon receipt and follow all instructions.

Beyond SIBO shall not be responsible for improper storage, contamination, misuse or expired kits.

10. SAMPLE COLLECTION

The Customer bears sole responsibility for proper sample collection and compliance with preparation protocols.

Invalid results do not entitle the Customer to refunds or compensation.

11. LABORATORY SERVICES

All laboratory analyses are performed by independent laboratories.

Beyond SIBO acts solely as an intermediary and coordinator and shall not be liable for laboratory errors or delays.

12. RESULTS AND REPORTS

Reports are educational tools only and do not constitute diagnoses, medical opinions, treatment plans or prescriptions.

13. CONSULTATIONS

Consultations constitute best-efforts obligations only.

No outcome is guaranteed.

14. NO MEDICAL ADVICE

Nothing on the Website, in Reports, Consultations, emails or communications shall be construed as medical advice, diagnosis or treatment.

15. NO GUARANTEE OF RESULTS

Beyond SIBO makes no guarantees regarding symptom reduction, symptom resolution, eradication of SIBO or health improvements.

16. REFUND POLICY

No refunds shall be granted once a Test Kit has been opened, a sample collected, a sample shipped, laboratory processing commenced, a Report issued or a Consultation performed.

17. RIGHT OF WITHDRAWAL

Consumers may exercise statutory withdrawal rights where applicable.

The right of withdrawal expires immediately once health-related test kits are opened or services have commenced.

18. HEALTH DATA AND PRIVACY

Health-related personal data may be processed in accordance with GDPR and applicable privacy legislation.

19. CUSTOMER REPRESENTATIONS

The Customer warrants that all information provided is accurate and complete.

20. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Beyond SIBO's aggregate liability shall never exceed the amount paid by the Customer for the Product or Service giving rise to the claim.

21. EXCLUSION OF DAMAGES

Beyond SIBO shall never be liable for indirect, consequential, punitive, incidental or economic damages.

22. INDEMNIFICATION

The Customer agrees to indemnify and hold harmless Beyond SIBO against claims arising from misuse of Products or Services.

23. FORCE MAJEURE

Beyond SIBO shall not be liable for delays or failures caused by events beyond its reasonable control.

24. INTELLECTUAL PROPERTY

All intellectual property rights remain exclusively owned by Beyond SIBO and/or its licensors.

25. WEBSITE USE

The Website is provided on an "as is" and "as available" basis.

26. PROHIBITED USES

Customers shall not copy, scrape, redistribute, reverse engineer or commercially exploit Website content.

27. CHARGEBACKS

Unjustified chargebacks constitute a material breach of contract.

28. INTERNATIONAL CUSTOMERS

Customers remain solely responsible for compliance with local laws and regulations.

29. SUSPENSION AND TERMINATION

Beyond SIBO may suspend or terminate access to Services immediately in cases of fraud, abuse, non-payment or breach of these Terms.

30. AMENDMENTS

Beyond SIBO reserves the right to amend these Terms at any time.

31. SEVERABILITY

If any provision is invalid, the remaining provisions remain enforceable.

32. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties.

33. GOVERNING LAW

These Terms are governed exclusively by Belgian law.

34. EXCLUSIVE JURISDICTION

All disputes shall be submitted exclusively to the competent courts of East Flanders, Belgium.

35. CONTACT INFORMATION

Beyond SIBO
Operated by Balance.Institute BV

Grotesteenweg-Zuid 30B
9052 Zwijnaarde
Belgium

Email: support@beyondsibo.eu
Website: www.beyondsibo.eu