

Last updated: 03.24.2022

**PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR WEBSITE (THE "SITE") OR OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITE OR OUR SERVICES.**

The present terms and conditions (this "**Agreement**" or "**Terms**") is a legal agreement between you and Maximus Global Inc. (hereinafter "**MGI**"), a company duly organized validity existing, located at 11632 Clear Creek Rd NW Suite 200, Silverdale, Washington 98383. This Agreement annuls and voids all previous agreements.

## **OVERVIEW**

The Site, [www.maximusglobal.us](http://www.maximusglobal.us) is operated by MGI. Throughout the Site the terms "**we**", "**us**" and "**our**" refer to MGI. MGI offers this site, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions policies and notices stated herein.

By visiting our Site and/or purchasing something from us, you engage in our "**Services**" and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein. These Terms apply to all users of the Site, including without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content. In the event of an inconsistency between this Agreement and any additional terms or policies referenced herein, the provisions of the additional terms or policies shall control *and in effect*.

Please read these Terms carefully before accessing or using our Site. By accessing or using any part of the Site, you agree to be bound by these Terms and conditions. If you do not agree to all Terms of this Agreement, then you may not access the Site or use any of its Services. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new features or tools which are added to the site shall also be subject to the Terms and conditions. You can review the most current version of the Terms and conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

## **SECTION 1- GENERAL TERMS**

By agreeing to these Terms, you represent that you are at least of legal age duly recognized in your state or province of residence, and you accept full responsibility for all of your actions, and, in any event your minor dependents used of this Site will be construed as you.

You will not use our products or Site for any illegal or unauthorized purpose nor may, in the use of our products or Site, that violate any laws in your place of residence.

You must not transmit any worms or viruses or any code of destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your account and right to use our Service.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

1. Restrict, suspend or terminate your access to all or any part of our Site;
2. Change, suspend or discontinue all or any parts of our products or Site;
3. Refuse, move, or remove any content that is available on all or any part of our Site;
4. Deactivate or delete your account;
5. Establish general practices and limits concerning use of our Site.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Site may include communications such as service announcements and administrative or legal notices from us. Please note that you cannot opt out of receiving these notices.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. (Credit card information is always encrypted during transfer over networks).

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site, use of the Site, or access to the Site or any contact on the Site, without express written permission by us.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. MGI content is not for resale. Use of the Site does not entitle users to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of MGI and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of MGI or our licensors except as expressly authorized by

these Terms.

## **SECTION 2 – CREATING AN ACCOUNT**

Once you create an account with us, you are registered on the MGI Site. The terms “member,” “membership,” and “account” all refer to this registration as a member on MGI’s Site. If you are merely surfing or browsing through the Site and have not yet created an account, your use of the Site is still subject to these Agreement; if you do not agree to this Agreement, do not use the Site.

When you create your account, you will provide a unique username and email. We will also ask you to create a password because any activities that occur under your username or password are your responsibility. It is important for you to keep your username and/or password secure. You will not assign or otherwise transfer your account to any other person or entity. Each account shall be linked to one name and social security number. You acknowledge that MGI is not responsible for third party access to your account that result from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username, email, or password without your authorization.

A consultant can purchase a maximum of 7 packages which can include the consultant’s immediate family and/or business accounts (maximum of 5 business accounts). If an account has been inactive for a minimum of 6 months, the member (account owner) will have the option to purchase a new account with another team. However, the member will permanently lose any and all right to their former downline.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- a) Furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process; and
- b) Maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate, or incomplete nature, Maximus Global Inc. will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of Maximus Global Inc. Services, or any portion thereof.

## **SECTION 3 - CONDUCT**

As a user or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the MGI Services, and as such, we

do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by MGI.

Furthermore, you herein agree not to make use of Maximus Global Inc.'s Services for the purpose of;

- a) Uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b) Causing harm to minors in any manner whatsoever;
- c) Impersonating any individual or entity, including, but not limited to, any MGI officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- d) Forging captions, headings or titles or otherwise offering any content that you personally have no rights to pursuant to any law nor having any contractual or fiduciary relationship with;
- e) Uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- f) Uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- g) Uploading, posting, emailing, transmitting or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- h) Uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- i) Disrupting the normal flow of communication, or otherwise acting in any manner that

- would negatively affect other users' ability to participate in any real time interactions;
- j) Interfering with or disrupting any Maximus Global Inc. services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
  - k) Intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stocks Exchange, the American Stocks Exchange, or the NASDAO, and any regulations having the force of;
  - l) Providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization "in accordance to Section 219 of the Immigration National Act;
  - m) "stalking" or with the intent to otherwise harass another individual; and/or
  - n) Collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Maximus Global Inc. herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the Terms or which would otherwise be considered offensive to other visitors, users and/or members.

Maximus Global Inc. herein reserves the right to access, preserve and/or disclose members account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- a) Compliance with any legal process;
- b) Enforcement of the Terms;
- c) Responding to any claim that therein contained content is in violation of the rights of any third party;
- d) Responding to requests for customer service; or
- e) Protecting the rights, property or the personal safety of Maximus Global Inc., its visitors, users and members, including the general public.

Maximus Global Inc. herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Maximus Global Inc. or any other content providers supplying content services to Maximus Global Inc. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

#### **SECTION 4 – GLOBAL USE; EXPORT/ IMPORT COMPLIANCE**

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, Export Administration Regulations ([http://www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you state and pledge that you:

- a) Are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) Agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;
- c) Agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry and uses that would be a violation of the U.S export laws; and
- d) Agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

#### **SECTION 5 – SUBMITTED CONTENT**

Maximus Global Inc. shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website Services.

- a) The content submitted or made available for inclusion on the publicly accessible areas of Maximus Global Inc.'s Sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Maximus Global Inc.'s sites and shall terminate at such time when you elect to discontinue your membership.
  
- b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of Maximus Global Inc.'s sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Maximus Global Inc.'s sites and shall terminate at such time when you elect to discontinue your membership.
  
- c) For any other content submitted or made available for inclusion on the publicly accessible areas of Maximus Global Inc.'s sites, the continuous, binding and completely sub- licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or developed.

Those areas which may be deemed "publicly accessible" areas of Maximus Global Inc's Sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members. However, those areas which are not open to public, and thus available to members only, would include our mails system and instant messaging.

#### **CONTRIBUTIONS TO COMPANY WEBSITE**

Maximus Global Inc. may provide an area for our user and members to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("**Contributions**") to our site, you acknowledge and agree that:

- a) Your contributions do not contain any type of confidential or proprietary information;
  
- b) MGI shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
  
- c) MGI shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;

d) The contributor's Contributions shall automatically become the sole property of MGI; and

e) MGI is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

## **SECTION 6 – INDEMNITY**

ALL USERS AND/OR MEMBERS AGREE TO INSURE AND HOLD MAXIMUS GLOBAL INC., OUR SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, PARTNERS AND/OR LICENSORS BLAMELESS OR NOT LIABLE FOR ANY CLAIM OR DEMAND, WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, REASONABLE ATTORNEY FEES MADE BY ANY THIRD PARTY WHICH MAY ARISE FROM ANY CONTENT A MEMBER OR USER OF OUR SITE MAY SUBMIT, POST, MODIFY, TRANSMIT OR OTHERWISE MAKE AVAILABLE THROUGH OUR SERVICES, THE USE OF MGI SERVICES OR YOUR CONNECTION WITH THESE SERVICES, YOUR VIOLATIONS OF THE TERMS OF SERVICE AND/OR YOUR VIOLATION OF ANY SUCH RIGHTS OF ANOTHER PERSON.

## **SECTION 7 – COMMERCIAL REUSE OF SERVICES**

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to MGI's sites.

## **SECTION 8 – MODIFICATIONS**

Maximus Global Inc. reserves the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, of any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

## **SECTION 9 - TERMINATION**

As a member of MGI, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to <https://maximusglobal.us/contact>.

As a member, you agree that Maximus Global Inc. may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

a) Any breach or violation of our Terms or any other incorporated agreement, regulation and/or

guideline;

- b) By way of requests from law enforcement or any other governmental agencies;
- c) The discontinuance, alteration and/or material modification to our Services, or any part thereof;
- d) Unexpected technical or security issues and/or material problems;
- e) Any extended periods of inactivity;
- f) Any engagement by you in any fraudulent or illegal activities; and/or
- g) The nonpayment of any associated fees that may be owed by you in connection with your [www.maximusglobal.us](http://www.maximusglobal.us) account Services.
- h) Becoming a member of other company and actively participating in their activities of which may have a direct or indirect competition to Maximus Global Inc. This specifically includes recruiting within the MGI network.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services,

The termination of your account with MGI shall include any and/or all of the following:

- a) The removal of any access to all or part of the Services offered within [www.maximusglobal.us](http://www.maximusglobal.us);
- b) The deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- c) The barring of any further use of all part of our Services.
- d) MGI reserves the right to delete your account if it has been inactive for 2 years.

After termination, both parties agree not to make derogatory statements about the other in social media or to any third parties. Any violation of this shall result in damages, regardless of whether "actual" damages can be proven. The Court has the ability to award damages if proof is shown that this section was intentionally and/or willfully violated. MGI shall pursue any false claims with a defamation suit within two years of the posting of false or misleading information.

## **SECTION 10 – LINKS**

Either Maximus Global Inc. or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that Maximus Global Inc. shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

## **SECTION 11 – PROPRIETARY RIGHTS**

You do hereby acknowledge and agree that Maximus Global Inc.'s Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents, or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Maximus Global Inc. or such applicable licensor, you agree not to alter, modify, lease, rent loan, sell, distribute, transmit, broadcast, publicly perform and/or create any plagiaristic works which are based on Maximus Global Inc. Services (e.g. Content or Software), in whole or part.

Maximus Global Inc. hereby grants you a personal, non-transferable and non-exclusive right and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Maximus Global Inc. For use in accessing our Services.

## **SECTION 12 – WARRANTY DISCLAIMERS**

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- a) THE USE OF MAXIMUS GLOBAL INC. SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS.

MAXIMUS GLOBAL INC.AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AN NON-INFRINGEMENT.

- b) MAXIMUS GLOBAL INC. AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) MAXIMUS GLOBAL INC. SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii)MAXIMUS GLOBAL INC. SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE MAXIMUS GLOBAL INC.SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATION; AND (v)THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.
  
- c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF MAXIMUS GLOBAL INC. SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS,DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.
  
- d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM MAXIMUS GLOBAL INC.OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
  
- e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOMS IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU OR ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

### **SECTION 13 – LIMITATION OF LIABILITY**

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT MAXIMUS GLOBAL INC. AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY

PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM;

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND / OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

#### **SECTION 14 – RELEASE**

In the event you have a dispute, you agree to release Maximus Global Inc. (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

#### **SECTION 15 – NOTICE**

Maximus Global Inc. may furnish you with notices, including those with regards to any changes to the Terms, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received, if you violate any aspects of the Terms by accessing our Services in an unauthorized manner. Your acceptance of this Agreement constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

#### **SECTION 16 – INTELLECTUAL PROPERTY RIGHTS**

You herein acknowledge, understand and agree that all of the Maximus Global Inc. trademarks, copyright, trade name, service mark, and other Maximus Global Inc. logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Maximus Global Inc. You herein agree not to display and/or use in any manner the Maximus Global Inc. logo or marks without obtaining Maximus global Inc.'s prior written consent.

Maximus Global Inc. will always respect the intellectual property of others, and we ask that all of our users

do the same. With regards to appropriate circumstances and at its sole discretion, Maximus Global Inc. may disable and/or terminate the accounts of any user who violates our Terms and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The Maximus Global Inc. agent for notice of claim of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Maximus Global Inc.

Attn: Copyright Agent

11632 Clear Creek Rd NW Suite 200

Poulsbo, Washington 98383

Telephone: 2068899514

Email: [support@maximusglobal.us](mailto:support@maximusglobal.us)

#### **SECTION 17 – ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between you and Maximus Global Inc. and shall govern the use of our Services, superseding any prior version of this Agreement between you and us with respect to Maximus Global Inc. Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Maximus Global Inc. Services affiliate Services, third-party content or third-party software.

#### **SECTION 18 – CHOICE OF LAW AND FORUM**

It is at the mutual agreement of both you and Maximus Global Inc. with regard to the Agreement that the relationship between the parties shall be governed by the laws of the State of Washington without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the Agreement, or the relationship between you and Maximus Global Inc., shall be filed within the courts having jurisdiction within-County, Washington or the U.S. District Court located in said state. You and Maximus Global Inc. agree to submit to the jurisdiction of the court as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

#### **SECTION 19 – WAIVER AND SEVERABILITY OF TERMS**

At any time, should Maximus Global Inc. fail to exercise or enforce any right or provision of the Agreement, such failure shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

#### **SECTION 20 – RIGHT OF SURVIVORSHIP and TRANSFERABILITY**

Maximus Global Inc. and you, understand and agree that your account is transferable and any rights to your ID and/or contents within your account shall remain upon your death only. Your account may be transferred/ assigned to a qualified successor all its contents therein; upon:

- a. Presenting a proof of affinity and consanguinity relation.
- b. Presentation of valid documents.
- c. Letter of acceptance and willingness to be a member of MGI.

#### **SECTION 21 – STATUTE OF LIMITATIONS**

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the Agreement must be filed within 1 year(s) after said claim or cause of action arose or shall be forever barred.

#### **SECTION 22 – VIOLATIONS**

Please report any and all violations of this Agreement to Maximus Global Inc. as follows:

Mailing Address:

Maximus Global Inc.

11632 Clear Creek Rd NW Suite 200

Silverdale, Washington 98383

Telephone: 2068899514

Email: [support@maximusglobal.us](mailto:support@maximusglobal.us)

### **SECTION 23 – GOVERNMENT REQUESTS**

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including and without limitation, your information, IP address, and usage history. Our right to disclose any such information is governed by the terms of our Privacy Policy.

### **SECTION 24 – FOREIGN ACCESS OF SITE**

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### **SECTION 25 – ERRORS, INACCURACIES AND OMISSIONS**

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