TERMS OF USE

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These Terms of Use are effective as of September 10, 2018.

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Max respects the intellectual property of others and asks users of and visitors to the Site to do the same. Max will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, Max will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

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1. a physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive copyright that is allegedly infringed;

2. a description of the copyrighted work that you claim has been infringed;

3. a description of where on the Site the allegedly infringing material is located;

4. your address, telephone number and email address and all other information reasonably sufficient to permit Max to contact you;

5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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Unless otherwise agreed to expressly by Max in writing, you may only provide a hyperlink to the Site on another website if you comply with all of the following: (a) the link must: (i) be a “text-only” link clearly marked “Max International”, “Max Products” or by the name of an individual Max product offered or discussed on the web page to which the link leads or (ii) “point” to the URL http://www.Max.com and not to other pages within the Site; (b) the link, when activated by a web browser, must lead to a full-screen display of the Site and not display the Site as a “frame” on the linking web site; (c) the location, appearance, and other aspects of the link must not be such as to suggest that Max is associated with, or a sponsor or endorser of, the website on which the link appears; and (d) the location, appearance and other aspects of the link must not be harmful to or dilute the goodwill associated with the Max name and its trademarks.

The consent to links placed in accordance with the preceding paragraph shall not, in any way, be deemed or held to be a waiver or release by Max of, or suggest a limitation on, its ownership or other rights in any copyrights, trademarks, patents (whether or not registered) or other intellectual property associated with the Site. Max reserves the right to revoke its consent to any link at any time in its sole discretion.

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Max may routinely schedule system downtime to upgrade and maintain the Site and for other purposes. Additionally, system or software failures may cause unscheduled service interruptions from time to time. Max bears no liability for any unavailability of the Site or for any data lost as a result of planned or unplanned system outages and downtime or any delay in transmission, mistransmission, misdelivery, or nondelivery of data resulting from such system outages or downtime, including any outages or downtime resulting from the acts of or problems arising with any Internet service provider or other third-party, or problems affecting Internet infrastructure or networks of which the Site may be a part.

ASSUMPTION OF RISK BY USER
YOU ASSUME AND SHALL BEAR ALL RISKS AND RESPONSIBILITIES ARISING FROM OR RELATED TO YOUR USE OF THE SITE, INCLUDING WITHOUT LIMITATION, THE RISK OF ANY MISAPPROPRIATION OF INFORMATION OR DATA BY ANY UNAUTHORIZED THIRD PARTY.

REGISTRATION INFORMATION
In consideration of your use of the Site, you agree: (i) all information provided by you regarding yourself and your business organization required to register with the Site (the “Registration Information”) will be true, correct, and complete; and (ii) promptly upon any change in the Registration Information, you will update your registration with the Site so that it continues to be true, correct and complete. If any of your Registration Information is untrue, inaccurate, or incomplete, or if at any time Max suspects that your Registration Information is untrue, inaccurate, or incomplete, Max may take action, in its sole and absolute discretion, to suspend or terminate your account and deny you the use of the Site or access to the Site.

PASSWORD AND LOG-IN INFORMATION SECURITY
You agree that you are responsible for maintaining the confidentiality of your password and log-in information related to the Site, and agree that you alone are fully responsible for any action or activity taken on the Site using that account number or log-in information. You understand that your password and/or log-in information may be used to attribute an electronic communication or other transmission to you (including, without limitation an electronic signature purporting to bind you to a contract) and, therefore, you agree that you shall not disclose your password or log-in information to third parties. If you learn of any unauthorized use of your password or other log-in information or other breach of security regarding the Site, you agree to immediately notify us of such event. Notwithstanding any such notification, it is understood that Max bears no liability and shall not be responsible, under any circumstances, for any fraudulent purchases on the Site that are made by anyone using your password or log-in information.

INTERFERENCE WITH THE SITE
You agree to not take any action that imposes an undue burden upon the infrastructure used to run the Site, including without limitation the use of so-called “dns” attacks or by sending unsolicited e-mail (i.e. “Spam”). You further agree that you will not at any time interfere with the proper working of the Site, whether through the use of any system, procedure, device, software, program, code, routine or otherwise.

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In the event a product or service is listed for sale on the Site, but any pricing or other product information is listed incorrectly (due to typographical error or otherwise), Max shall have the right, without notice, to refuse, reject or cancel orders placed for the product or service subject to such errors, whether or not such order has been confirmed or the appropriate credit card has been charged. In a case where a credit card has been charged for such an order, and then later canceled, Max shall issue a credit in the amount of the charge to the appropriate credit card account at the time of cancellation.

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directed to the Site by you, whether directly or indirectly) complies with local laws applicable to such access.

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If you or anyone directed to the Site by you, whether directly or indirectly, should volunteer any feedback to Max or its employees, webmasters or other agents, including without limitation feedback in the form of questions, requests, opinions, ideas, data, comments, suggestions, or the like regarding the Site or the Content or in any way arising out of the Site or the Content, you agree that such feedback shall be held as non-confidential and non-proprietary. Max shall have no obligations with respect to any such information and Max shall be free to copy, reproduce, use, disclose, commercialize, exploit and distribute it without limitation. It is further agreed that you give up all intellectual property rights, including any moral, publicity and privacy rights you have in any such information. Max shall have the right to use, without any compensation to you, any such feedback, data, ideas, concepts, know-how or techniques included in such feedback for any lawful purpose whatsoever, in identifiable or de-identified form, including without limitation incorporating ideas contained therein into the Site or developing, manufacturing and marketing products incorporating such information or editing, altering, broadcasting, posting, publishing, copying, disclosing, distributing, incorporating and otherwise using information.

APPROPRIATE SUBMISSIONS TO THE SITE
All information provided by you to Max in connection with or related to your use of the Site shall not: (a) be false, inaccurate or misleading; (b) be obscene or indecent; (c) contain any viruses, worms, Trojans, or other malicious software or code which may damage, adversely interfere with, intercept or expropriate any system, personal information, or other data submitted to or used in connection with the Site; (d) infringe on any person’s copyright, trademark, patent or any other intellectual property right of such person or any rights of publicity or privacy of any person; (e) be defamatory, unlawfully threatening or harassing; and (f) subject Max to any liability, claim or loss, or in any way interfere with Max’s relationship with its internet service provider(s) or any other supplier. You agree that you shall be responsible for the content of any transmissions made to Max or the Site by you or any person directed to the Site by you, whether directly or indirectly, including its truthfulness and accuracy.

INDEMNIFICATION
You agree to indemnify, defend and hold harmless Max and our officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from (i) your use of the Site (whether or not in accordance with the terms hereof), (ii) your purchase or use of products or services through the Site, or (iii) any breach of this Agreement by you (collectively the matters set forth in clauses (i), (ii) and (iii) being “Claims”). You agree to take any action reasonably requested by Max in connection with the defense of any Claim. Max shall have the right to assume the exclusive control and defense of any Claim at any time. Whether or not Max exercises that right, you shall not settle any Claim with any third-party without the prior written consent of Max.

GOVERNING LAW
Your use of the Site shall be governed in all respects by the laws of the state of Utah, without regard to choice of law provisions.
ARBITRATION
You and Max agree to resolve any claims relating to these Terms of Use through final and
binding arbitration, except as set forth under the Exceptions to Agreement to Arbitrate section
below.

Before filing any such claim, you agree to try to resolve the dispute informally by contacting
Max via email at legal@max.com. Max will also try to resolve the dispute informally by
contacting you via email. If a dispute is not resolved informally within fifteen (15) days of
submission, you or Max may bring a formal arbitration proceeding in accordance with this
section.

The American Arbitration Association will administer the arbitration under its Commercial
Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The
arbitration will be held in Salt Lake City, Utah, or any other location we agree to.

EXCEPTIONS TO AGREEMENT TO ARBITRATE
Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of
the Site or intellectual property infringement (for example, trademark, trade secret, copyright or
patent rights) without first engaging in arbitration or the informal dispute-resolution process
described above.

In the event that the agreement to arbitrate is found not to apply to you or your claim, you and
Max agree that any judicial proceeding will be brought in the federal or state courts of Utah.
Both you and Max consent to venue and personal jurisdiction there.

Any cause of action or claim you may have with respect to the Site must be commenced within
one (1) year after the claim or cause of action arises.

NO CLASS ACTIONS
You may only resolve disputes with Max on an individual basis, and may not bring a claim as a
plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations,
class actions, private attorney general actions, and consolidation with other arbitrations aren't
allowed.

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GENERAL
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Purchases of Max products from the Site are subject to separate purchase terms, which are presented at the time of purchase.

Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages of the Site. If any provision of these Terms of Use is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms of Use will be reformed, construed and enforced in such jurisdiction as if such provision had never been contained herein.

You agree that no joint venture, partnership, employment or agency relationship exists between you and Max as a result of these Terms of Use, the Privacy Policy or any use of the Site. No person, other than the parties hereto, is intended to be a beneficiary of the terms hereof. No person other than the parties to this Agreement shall have any right or standing to enforce this Agreement or any term or provision contained in it.

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These Terms of Use and the Privacy Policy constitute the entire agreement between you and Max with respect to the Site, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Max with respect to the Site. Max’s failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither course of conduct between you and Max nor trade practice shall act to modify these Terms of Use.

We may assign our rights and duties under these Terms of Use to any party at any time without notice to you.

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Except with respect to notices of alleged copyright infringement, which must be submitted as described above, and unless explicitly stated otherwise in the Site, you must send all notices or complaints to Max via email at legal@max.com or mail at 102 South 200 East, Suite 610, Salt Lake City, Utah 84111.