



Terms of Use

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Terms of Use for Maximizable.com Corporate Web Site

Be advised that each of Maximizable products and services such as Maximizable Links, Maximizable Jobs, etc is a subject to its own Cookie Policy, Terms of Use and Privacy Policy. Web links to such documents are located on the main product or service page and on user dashboard. Use of each individual product and service offered and/or provided by Maximizable is a subject to their own set of policies, terms, and conditions such as Cookie Policy, Terms of User and Privacy Policy as posted on their prospective webpages and dashboards. Such policies, terms and conditions may be different from each other.

This agreement applies as between you, the User of this Web Site and Maximizable, the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms of use is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms of use, you should stop using the Web Site immediately.

You agree that by accessing the Web Site, you have read, understood, and agree to be bound by all of these terms of use. If you do not agree with all of these terms of use, then you are expressly prohibited from using the Web Site and you must discontinue use immediately.

Supplemental terms of use or documents that may be posted on the Web Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these terms of use at any time and for any reason.

Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Content” means any web links, text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

“Maximizable” means Maximizable Inc. Mailing Address: Maximizable Inc. 113 McHenry Rd, Mailstop 120, Buffalo Grove, IL 60089-1796;

“Service” means collectively any online facilities, tools, services or information that Maximizable makes available through the Web Site either now or in the future;

“System” means any online communications infrastructure that Maximizable makes available through the Web Site either now or in the future. This includes, but is not limited to, stored and user profiles with or without users’ comments, web-based interface, search engine, live chat facilities communication and data exchange channels, online data storage and backup data storages and website interface;

“User” / “Users” means any third party that accesses the Web Site and is not employed by Maximizable and acting in the course of their employment; and

“Web Site” or “Website” means the website that you are currently using (www.Maximizable.com).

“Advertisement” means advertisement or other listings or displayed ads added by Maximizable to web pages or users’ profiles promote products of services of paid advertisers.



Terms of Use

Acceptance of Terms of Use

Certain areas of the Service may be subject to additional terms of use that we make available for your review. By using such areas, or any part thereof, you are expressly indicating that you have read and agree to be bound by the additional terms of use applicable to such areas. In the event that any of the additional terms of use governing such area conflict with these Terms of Use, the additional terms will control.

The Privacy Policy, together with these Terms of Use, and any other terms contained herein or incorporated herein by referenced, are collectively referred to as the "Terms of Use." The term "using" also includes any person or entity that accesses or uses the Service with crawlers, robots, data mining, or extraction tools or any other functionality.

Please review the following sections of these terms of use carefully: (a) disclaimer, (b) limitation of liability, (b) indemnity, and (c) disputes.

About the Service

The Service is a platform that provides technologies and services that enable people to use products and services offered via Maximizable website. Be advised that each of Maximizable products and services such as Maximizable Links, Maximizable Jobs, etc is a subject to its own Cookie Policy, Terms of Use and Privacy Policy. Web links to such documents are located on the main product or service page and on user dashboard. Use of each individual product and service offered and/or provided by Maximizable is a subject to their own set of policies, terms, and conditions such as Cookie Policy, Terms of User and Privacy Policy as posted on their prospective webpages and dashboards. Such policies, terms and conditions may be different from each other.

Notification to Maximizable.com Corporate Webpage

We collect your personal information as listed in individual Terms of Use for each of our products. We only require one registration for you to access and use any of Maximizable services, while some additional information may be collected when you use each service as listed on its individual Terms of Use. User of each service or product is a subject to its own individual policies, terms and conditions as described in Terms of Use, Privacy Policy and Cookies Policy listed on each individual product or service page as well as product or service dashboard. Such policies may have some common policies and could be different in other parts. Please read them carefully before using each service or product.

This webpage We collect and analyse such users' activities such as clicks on advertisement links, times and dates a user accesses their profiles, and user IP address, which is used to determine user's location such as city, state, zip code, and country.

Advertisers are making their advertisement decisions by selecting the most appropriate group of users to be targeted with their advertisement. Advertisement includes, but not limited to placing links marked "AD", "Paid Advertisement" or "Advertisement" on website pages. Please refer to Terms of Use of each individual product or service for more details.

General

Maximizable grants you a non-exclusive, non-transferable, limited permission to store, access and share the Web pages within this site as a user of Maximizable provided you comply with these Terms of Use, and all copyright, trademark, and other proprietary notices remain intact. The use authorized under this agreement is non-



Terms of Use

commercial in nature (e.g., you may not sell the content you access on or through this Website.) All other use of this site is prohibited.

Except for the limited permission in the preceding paragraph, Maximizable does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this site on another Web site or in any other media. Any software and other materials that are made available for downloading, access, or other use from this site with their own license terms will be governed by such terms, conditions, and notices. Your failure to comply with such terms or any of the terms on this site will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession, custody or control.

Rules of conduct

Your use of www.Maximizable.com is subject to all applicable local, state, national and international laws and regulations, and you agree not to violate such laws and regulations. Any attempt by any person to deliberately damage Maximizable Website is a violation of criminal and civil laws. Maximizable reserves the right to seek damages from any such person to the fullest extent permitted by law.

You agree not to post or transmit through Maximizable Websites any material or content (including, but not limited to text or links to websites in the link or eBook format, that violates or infringes in any way the rights of others or solicits, encourages or promotes the use of illegal substances or activities, which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, bigoted or hateful, profane, scandalous, pornographic, indecent or otherwise objectionable, gives rise to civil or criminal liability or otherwise violates any applicable law.

Examples of such activities may include, but not limited to, transmitting, or sharing content as well as profile information, attached documents such as Resume or Cover Letter, Transcripts, Reference Letters, list of skills and other information required by employer (via weblink, file or in any other format) related to: (i) Abuse, (ii) Adult Content, (iii) Bullying, (iv) Civic Integrity, (v) Copyright and Trademark Violations, (vi) Graphic Violence, (vii) Harassment, (viii) Hateful Conduct, (ix) Illegal or Certain Regulated Goods and Services, (x) Impersonation, (xi) Non-Consensual Nudity, (xii) Platform Manipulation and Spam, (xiii) Sharing Private Information of Other Users, (xiv) Sharing Virus Infected Websites, (xv) Suicide or Self-Harm, (xvi) Terrorist and Violent Extremism, and (xvii) Violence.

If you believe that someone is violating these policies, report abuse by clicking the "Report" link located in the footer of the email received with shared link, or by the clicking "Report" link next to received invitation to connect, or by emailing us at questions@Maximizable.com.

It is not permitted to impersonate another user, use another user's Maximizable Name, permit someone else to use your Maximizable Name, attempt to capture or guess other users' passwords, forge headers or otherwise manipulate identifiers for the purpose of disguising the origin of any content you transmit, conduct fraudulent business operations or practices, or promote or conceal unlawful conduct.

You may not engage in any activity on Maximizable Websites which restrict or inhibit any other user from using or enjoying Maximizable Websites by "hacking," "cracking," "spoofing," or defacing any portions of Maximizable Websites. You may not use Maximizable Websites to stalk or harass another person or entity.

You may not post or transmit through Maximizable Websites advertising or commercial solicitations; promotional materials relating to website or online services which are competitive with Maximizable and/or Maximizable



Terms of Use

Websites; software or other materials that contain viruses, worms, time bombs, Trojan horses, or other harmful or disruptive components, political campaign materials; chain letters; mass mailings, spam mail, any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of Maximizable. Websites or contents. You may not harvest or collect information about website visitors without their express written consent.

Confidential information

Maximizable does not want to receive confidential or proprietary information from you through our Web site and does not want you to share confidential or proprietary information with other users using the Maximizable system. Please note that any information or material sent to Maximizable or shared via Maximizable with other users will be deemed NOT to be confidential. By sending Maximizable or sharing with Maximizable users any information or material, you grant Maximizable and other Maximizable users an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, those materials or information. You also agree that Maximizable and other Maximizable users are free to use any ideas, concepts, know-how, or techniques that you send us for any purpose.

When sharing confidential information with Maximizable, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it; or (c) we are required to do so by law. Personally identifiable information that you submit to Maximizable for the purpose of receiving products or services will be handled in accordance with our privacy policy.

Global availability

Information Maximizable publishes on the Internet may contain references or cross references to Maximizable products, programs and services that are not announced or available in your country. Such references do not imply that Maximizable intends to announce or make available such products, programs, or services in your country. Please consult Maximizable at questions@Maximizable.com for information regarding the products, programs, and services that may be available to you.

Notice to Minors

The Web Site is intended for users who are at least 16 years old. Persons under the age of 16 are not permitted to register for the Web Site or to access the Web Site for any other purposes. As a condition of your use of the Service, you agree that you have reached this age; you are able to create a binding legal obligation; and you are not barred from receiving products or services under applicable law.

Accuracy of information

To access this Service, Service resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Service that all the information you provide will be correct, current, and complete. If Maximizable believes the information you provide is not correct, current, or complete, Maximizable has the right to deny access to this Service, or to any of its resources, and to terminate or suspend your access at any time. Maximizable retains the right, at our sole discretion, to deny service or use of the Service or an account to anyone at any time and for any reason.

Any email address that you provide may be used to contact user with account related information

Applicable Use



Terms of Use

You may use this Service only for purposes expressly permitted by this Agreement. As a condition of your use of Maximizable's Service, you warrant to Maximizable that you will not use the Service for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices.

No Co-Branding or Framing

You may not use or authorize any party to co-brand or frame any Maximizable Service without the express prior written permission of an authorized representative of Maximizable in each instance. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Service or content accessible within this Service. For purposes of these Terms of Use, "framing" refers to displaying any Maximizable webpage or mobile application page within a bordered area of another website, regardless of whether the address of the originating Maximizable Service is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from Maximizable.

No Unlawful Access

You agree that you will not use Maximizable's Service in any manner that could in any way disable, overburden, damage, or impair the Service, or otherwise interfere with any other party's use and enjoyment of the Service. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Service. You agree to abide by all applicable local, state, national, and international laws and regulations, including U.S. export and re-export control and economic sanction laws and regulations, with respect to your use of the Service. You also acknowledge and agree that your use of the Internet and access to the Service is solely at your own risk. You should also understand that the confidentiality of any communication or material transmitted to/from a Service over the Internet or other form of global communication network cannot be guaranteed. Accordingly, Maximizable is not responsible for the security of any information transmitted to or from the Service.

Maximizable Accounts

Use of Maximizable Accounts is a subject to Terms of Use associated with each individual service or product. You may not use them for any other purpose except those described in their Terms of Use, including any commercial purpose, without the prior express written permission of an authorized representative of Maximizable in each instance, which permission will be at Maximizable's sole and absolute discretion.

You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicit funds, advertisers, and/or sponsors for any purpose. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works of, transfer, sell, or otherwise infringe upon any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to Maximizable's Service, in whole or in part.

User Generated Contributions

The Service may invite you to contribute to, or participate in, to message, to share a resume, cover letter, other documents, which may contain any personal information and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to content or personal information or other material (collectively, "Contributions").



Terms of Use

Contributions may be viewable by other users of the Web Site and through third-party Web Sites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- a) the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- b) you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Web Site, and other users of the Web Site to use your Contributions in any manner contemplated by the Web Site and these terms of use.
- c) you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Web Site and these terms of use.
- d) your Contributions are not false, inaccurate, or misleading.
- e) your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- f) your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- g) your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- h) your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- i) your Contributions do not violate any applicable law, regulation, or rule.
- j) your Contributions do not violate the privacy or publicity rights of any third party.
- k) your Contributions do not contain any material that solicits personal information from anyone under the age of 16 or exploits people under the age of 16 in a sexual or violent manner.
- l) your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- m) your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- n) your Contributions do not otherwise violate, or link to material that violates, any provision of these terms of use, or any applicable law or regulation.

Any use of the Web Site in violation of the foregoing violates these terms of use and may result in, among other things, termination or suspension of your rights to use the Web Site.

Contribution license

By posting your Contributions to any part of the Web Site or through our Services, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.



Terms of Use

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Web Site.

You are solely responsible for your Contributions to the Web Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate folders using your account or locations on the Web Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions. Users have rights to report other users by clicking on the appropriate link and/or block other users by removing their ability to share web links with you in the future.

Submissions

You hereby grant to Maximizable a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information or materials of any kind or nature communicated by you (or on your behalf) to Maximizable through the Service (each, a "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You agree that Maximizable will not be bound to treat any Submission as confidential and may use any Submission in its business (including without limitation, for products, services, marketing, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Maximizable operations or businesses.

Availability of the Web Site and Services

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Maximizable accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, hacking activity, data breaches, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

Links to Other Web Sites

This Web Site may contain links to other sites such as websites of employer providing users with ability to apply for employment or any other websites. Unless expressly stated, these sites are not under the control of Maximizable or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.Maximizable.com, Maximizable.com, or <https://www.Maximizable.com> without prior permission.



Terms of Use

Intellectual Property

All Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Maximizable, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable laws of the United States and other International intellectual property and other relevant laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Maximizable.

As a user of the Web Site, you agree not to: a) systematically retrieve data or other content from the Web Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us; b) make any unauthorized use of the Web Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences; c) use the Web Site to advertise or offer to sell goods and services; d) circumvent, disable, or otherwise interfere with security-related features of the Web Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Web Site and/or the Content contained therein; e) engage in unauthorized framing of or linking to the Web Site; f) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords; g) make improper use of our support services or submit false reports of abuse or misconduct; h) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools; i) interfere with, disrupt, or create an undue burden on the Web Site or the networks or services connected to the Web Site; j) attempt to impersonate another user or person or use the username of another user; k) sell or otherwise transfer your profile; l) use any information obtained from the Web Site in order to harass, abuse, or harm another person; m) use the Web Site as part of any effort to compete with us or otherwise use the Web Site and/or the Content for any revenue-generating endeavour or commercial enterprise; n) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Web Site; o) attempt to bypass any measures of the Web Site designed to prevent or restrict access to the Web Site, or any portion of the Web Site; p) harass, annoy, intimidate, or threaten any of our employees or producers engaged in providing any portion of the Web Site to you; q) delete the copyright or other proprietary rights notice from any Content; r) copy or adapt the Web Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code; s) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Web Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Web Site; t) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms"); u) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Web Site, or using or launching any unauthorized script or other software; v) disparage, tarnish, or otherwise harm, in our opinion, us and/or the Web Site; or w) use the Web Site in a manner inconsistent with any applicable laws or regulations.

Mobile Application License



Terms of Use

If you access the Web Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms of use of this mobile application license contained in these terms of use.

You shall not:

- a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- c) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- e) use the application for any revenue-generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended;
- f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- g) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- h) use the application to send automated queries to any Web Site or to send any unsolicited commercial e-mail; or
- i) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Third-Party Web Sites And Content

The Web Site may contain (or you may be sent via the Web Site) links to other Web Sites ("Third-Party Web Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Web Sites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Web Sites accessed through the Web Site or any Third-Party Content posted on, available through, or installed from the Web Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Web Sites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Web Sites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Web Site and access the Third-Party Web Sites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these terms of use no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any Web Site to which you navigate from the Web Site or relating to any applications you use or install from the Web Site. Any purchases you make through Third-Party Web Sites will be through other Web Sites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.



Terms of Use

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Web Sites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Web Sites.

Advertisers

We allow advertisers to display their advertisements and other information in certain areas of the Web Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Web Site and any services provided on the Web Site or products sold through those advertisements.

Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Web Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

If applicable, as an advertiser, you agree that such advertisements are subject to our Digital Millennium Copyright Act ("DMCA") Notice and Policy provisions as described below, and you understand and agree there will be no refund or other compensation for DMCA takedown-related issues. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

Web Site Management

We reserve the right, but not the obligation, to:

- a) monitor the Web Site for violations of these terms of use;
- b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these terms of use, including without limitation, reporting such user to law enforcement authorities;
- c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- d) in our sole discretion and without limitation, notice, or liability, to remove from the Web Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- e) otherwise manage the Web Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Web Site.

Corrections

There may be information on the Web Site that contains typographical errors, inaccuracies, or omissions that may relate to the Web Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Web Site at any time, without prior notice.

Privacy Policy

We care about data privacy and security. Please review our Privacy Policy. By using the Web Site, you agree to be bound by our Privacy Policy, which is incorporated into these terms of use. Please be advised the Web Site is hosted in the United States.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the required Site and verifiable parental consent, we will delete that information from the Web Site as quickly as is reasonably practical.



Terms of Use

For the purposes of applicable data protection legislation, Maximizable will process any personal data you have provided to it in accordance Privacy Policy available on the Maximizable website or on request from Maximizable.

You agree that, if you have provided Maximizable with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Maximizable and (2) that you have brought to the attention of any such third party the Privacy Notice available on the Maximizable's website or otherwise provided a copy of it to the third party. You agree to indemnify Maximizable in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

User Data

We will maintain certain data that you transmit to the Web Site for the purpose of managing the Web Site, as well as data relating to your use of the Web Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Web Site.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Disclaimer

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Limitations Of Liability

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the web site, even if we have been advised of the possibility of such damages.



Terms of Use

Notwithstanding anything to the contrary contained in these Terms of Use, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the six-month period prior to any cause of action arising. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. By using Maximizable, you agree to waive any and all liability of Maximizable for any damage to your data or your computer by links shared via Maximizable by other users.

If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

Indemnity

You agree to indemnify, defend, and hold Maximizable, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (collectively, the “indemnified parties”) harmless from any breach of these terms of use by you, including any use of content other than as expressly authorized in these terms of use. You agree that the indemnified parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the indemnified parties in connection therewith. You will also indemnify, defend, and hold the indemnified parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this service.

Disputes

If there is any dispute about or involving these Terms of Use, the Service, and/or any Communications Services, you agree that any dispute shall be governed by the laws of the State of Illinois, notwithstanding any principles of conflicts of law. If for any reason a Dispute (defined below) proceeds in court, you specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts of Lake County, Illinois/Northern District of Illinois in connection with any dispute between you and Maximizable arising out of or involving this Agreement, the Service and/or any Communications Services. You agree to waive any right to a trial by jury. You and Maximizable agree that the Federal Arbitration Act, the relevant rules, applicable federal law, and the laws of the State of Illinois, without regard to principles of conflicts of law, will govern this agreement for dispute resolution and any Disputes.

Binding Arbitration

Except as specifically stated herein, any dispute or claim between you and Maximizable and/or its affiliates, members, officers, directors, and employees arising out of, relating in any way to, or in connection with the Terms of Use, the Service or your use of the Service, or your personal information (“Dispute(s)”) shall be resolved exclusively by final, binding arbitration; except that you may bring a qualifying claim over a Dispute in a small claims court. The provisions of this Section shall constitute your and Maximizable’s written agreement to arbitrate Disputes under the Federal Arbitration Act. The arbitration will be administered by the American Arbitration Association and conducted before a single arbitrator pursuant to its rules. The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award, if appropriate.

No Class Action Matters

We each agree that we shall bring any dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that disputes shall be arbitrated only on an individual basis and not in a class, consolidated, or representative action and that the arbitrator may award relief (including injunctive relief) only on an individual basis. The arbitrator does not have the power to vary these provisions.



Terms of Use

Notice to California Residents

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Boulevard, Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or Properties, or to receive further information regarding use of the Service or Properties.

Electronic Communications, Transactions, And Signatures

Visiting the Web Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Web Site, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the web site.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Miscellaneous

If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Maximizable as a result of this Agreement or use of Maximizable's Services.

These Terms of Use, including, without limitation other terms incorporated by reference, constitute the entire agreement between you and Maximizable relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Maximizable with respect to Maximizable's Services. Notwithstanding the foregoing, you may also be subject to additional terms of use, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Service or any of its Services. Maximizable may revise these Terms of Use at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Service after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.

The failure of Maximizable to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Maximizable must be in writing and signed by an authorized representative of Maximizable.

The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Changes

We reserve the right, in its sole discretion, to update and amend all or parts of this Terms of Use, at any time. The version published on the Site is the version actually in force. Please regularly review this policy to keep up to date with any changes.



Terms of Use

Contact Us

In order to resolve a complaint regarding the Web Site or to receive further information regarding use of the Web Site, please contact us at:

Mailing Address: Maximizable Inc. 113 McHenry Rd, Mailstop 120, Buffalo Grove, IL 60089-1796

Email: questions@Maximizable.com

www.Maximizable.com