



# Terms of Use

Version 0004.1. Last updated: 09/24/2021

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. Mail Stop: Maximizable Inc., 8926 N. Greenwood Ave, Mailbox # 220, Niles, IL 60714;

**“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 shared web links with or without users’ comments in text or pdf (eBook) formats, 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](http://www.Maximizable.com)).

**“Inbag”** means Inbox type of web folder where users find received web links shared by other users accepted as a ‘friend’

**“Link Drops”** means advertisement web links added by Maximizable to users Inbag and other folders to promote products of services of paid advertisers.

## 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.



## Terms of Use

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 connect with each other, build communities, and share web links with or without personalized comments. You can save websites with or without comments, using meta description of the website or your own website description. You can share weblinks with users connected with you using Maximizable account (your Maximizable friends who have accepted your offer to connect), or you can email the weblink(s) and comments to anyone by entering any email addresses (those users will receive a link with the offer to review shared links and comments via email alone with Express Share ID – the number which could be entered into the specified place on Maximizable webpage to access shared links). Web links, along with your comments (or a weblink to a generated eBook), can be shared with other users via the link or by providing other users with a unique Share ID. Share ID will need to be entered into a specified box located in the header of the Maximizable home page for users to access a shared website or shared eBook. Shared weblinks sent to non-friends will expire within 24 hours and links will be available for 6 hours from the time link was accessed.

Access to the Service and Advertising. We offer two types of accounts:

- paid accounts (free of advertisements) are available for both personal and commercial use, and
- free accounts (with supported advertisements) are for personal and non-commercial use only.

### **Notification to Free Account holders**

We collect your personal information such as name, email address, and your interests from a form which is required to be completed by users using free accounts; users’ activities such as clicks on advertisement links, times and dates a user accesses their profiles, the total number of saved weblinks and eBook files, total number of friends; 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” in users’ mailboxes (up to 3 links per page located in the lower portion of your link list) with comments related to their business offer. For instance, Chicago-based Dental Office may be placing the link to their website with the comment stating the free offer for a dental check-up which will expire this month.

To make the right decision, our advertisers may have access to your information which does not identify you as a person. For example, username, user email or user phone number will not be disclosed.

Advertisers may be able to learn about:

- 1) your interest selections marked on our interests form during the registration (for instance, advertiser may select only users interested in business, cooking, ports, etc.)
- 2) your location recorded at the time of your registration and/or last time you accessed Maximizable website (for instance, advertiser may only select users from specific zip code, city, state, country, etc.)



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- 3) users' activities such as last time of accessing Maximizable, how much time you spent on the Maximizable website, total number of friends, web links and eBooks you have
- 4) your behaviour towards their ad (for example, if you have you seen the ad, have clicked on link details to read the message, and have opened provided weblink to provided website – possibly homepage of their company or the page with specific offer to sign up or to purchase the product or service).

Information on our paid account user is collected, but not shared with advertisers.

### **More details about Free accounts**

We don't charge you when you use this type of account. Free Maximizable account Service is supported by advertisements, so businesses and organizations pay us to show you ads for their products and services. By using our free Service, you agree that we can show you ads that we think will be relevant to you and your interests. We use your personal data to help determine which ads to show you.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address, phone number or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested.

We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below.

We allow advertisers to tell us things like their business goal, and the kind of audience they want to see their ads (for example, people between the age of 18-35 who like cycling). We then show their ad to people who might be interested. We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Maximizable (for example, that an ad was seen last week by so many users from San Francisco, CA, who like-software engineering) to help them better understand their audience. The User interest form is required to be completed by you when you register for your free Maximizable account. Your phone number is required during registration and is not shared with advertisers and only used for authentication purposes of your account and to assist you if you forgot your login credentials (for example, if you forgot what email address you used to register).

We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission. We collect and use your personal data to provide the Services described above to you. You can learn about how we collect and use your data in our Privacy Policy.

### **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-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



## Terms of Use

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](http://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 web links to content (via weblink, via eBook 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](mailto: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 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.



## Terms of Use

### **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](mailto: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. The phone number collected during the registration may be used for verification purposes, such as, for example if you forgot what email address you used to register for the account. Your email address will be shown in hidden format (for example, instead of [joesmith@gmail.com](mailto:joesmith@gmail.com) you may see [j.....h@g.....com](mailto:j.....h@g.....com)).

### **Applicable 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.



## Terms of Use

### **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.

### **Free Account Personal And Non-Commercial Use Limitation**

Maximizable's free account Service is for your personal and non-commercial use, unless otherwise specified in writing. You may not use any Maximizable Service for any other purpose, 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.

Maximizable's paid Service is for both business and commercial use, as well as personal and non-commercial purpose.

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 web link with or without the comment, to share links in EBook format, 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. 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](http://www.Maximizable.com), [Maximizable.com](http://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**

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,



## Terms of Use

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.

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



## Terms of Use

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.



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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**

The web site is provided on an as-is and as-available basis. You agree that your use of the web site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the web site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the web site's content or the content of any Web sites linked to the web site and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the web site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the web site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the web site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the web site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the web site, any hyperlinked Web site, or any Web site or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.

Sharing via Maximizable links may be potentially dangerous for users. Although Maximizable takes additional steps to assist users by scanning shared web links, the links included in EBook are not scanned and users are technically able to share links with unknown users who are not on the list of your Maximizable friends. You are responsible for taking all possible steps to prevent getting your computer infected and damages by potential viruses distributed purposely or by accident by any third party. Protection of your personal information and your computer devices is solely your responsibility.

### **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.



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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



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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.

### **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.



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### 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:

Maximizable Inc.  
8926 N. Greenwood Ave, Mailbox #220,  
Niles, IL 60714.  
E-mail: [questions@Maximizable.com](mailto:questions@Maximizable.com)  
[www.Maximizable.com](http://www.Maximizable.com)