

**MAXGROUP BUSINESS SOLUTIONS, LLC | d/b/a MAXGROUP MEDIA | MASTER AGREEMENT  
FOR COHESIVE DIGITAL BRANDING AND MARKETING SERVICES TERMS AND CONDITIONS**

**GENERAL – ALL CLIENTS – ALL PRODUCTS & SERVICES**

This Agreement ("Agreement") is entered into by and between MAXGROUP BUSINESS SOLUTIONS, LLC & d/b/a MAXGROUP MEDIA having Home Offices at 15331 W. Bell Road, Suite 212, Surprise, Arizona 85374, and ANY AND ALL CLIENT'S OF MAXGROUP ("Client") and shall be effective as of the date of activation of any services. Contact Information: MAXGROUP: [Support@maxgroupbusiness.com](mailto:Support@maxgroupbusiness.com)

**ARTICLE 1: AGREEMENT DESCRIPTION**

MAXGROUP BUSINESS SOLUTIONS, LLC & d/b/a MAXGROUP MEDIA ("MAXGROUP") will provide the services set forth in this agreement. MAXGROUP will use commercially reasonable efforts to provide a secure transmission of customer data to and from the MAXGROUP's database located on MAXGROUP's internet computer network(s). This may or may not include third-party providers as contracted by MAXGROUP at its sole discretion. All services provided and all related software and MAXGROUP owned intellectual property are hereinafter referred to as the "SERVICE." Whereas, MAXGROUP provides **Cohesive Digital Branding & Marketing**, including by not limited to text marketing, emails, websites, mobile menu-driven websites, SEO, social integration, content creation, E-Book and hard copy book publication, graphics, press releases, profile creations and revisions, citation clean-up, citation site creations, and any other branding, communication and marketing methods and services ("SERVICE") as needed to Client on a software-as-a-service platform. The Service's plans and features are described in detail and updated regularly at: [www.MaxGroupBusiness.com](http://www.MaxGroupBusiness.com). Client can change plans by notifying: [Support@MaxGroupBusiness.com](mailto:Support@MaxGroupBusiness.com). ANY PARTICIPATION IN THIS SERVICE INCLUDING SUBMISSION OF THE ORIGINAL AGREEMENT SHALL CONSTITUTE FULL UNDERSTANDING AND ACCEPTANCE OF THIS AGREEMENT.

**ARTICLE 2: SERVICE DESCRIPTION**

MAXGROUP provides Cohesive Digital Branding & Marketing, including by not limited to text marketing, emails, websites, mobile websites, SEO, social integration, content creation, E-Book and hard copy book publication, graphics, press releases, profile creations and revisions, citation clean-up, citation site creations, and any other branding, communication and marketing methods and services ("SERVICE") as needed to Client on a software-as-a-service platform. MAXGROUP undertakes to provide the deliverables of the MAXGROUP Cohesive Digital Branding and Marketing Services as identified on the front of this Client Service Agreement; referred in common terms as to whatever Service or Services Client selects; and further described in the Client Service Agreement (and any formal and written Proposal from MaxGroup Headquarters); to the Client. Any change in the scope of work shall be mutually agreed prior to MAXGROUP performing any additional scope via a written addendum which shall envisage any change in the duration and price arising out of such change. No such change in scope shall be effective unless all conditions are fulfilled, providing services to the Client through its staff or contractors and to carry out the project in accordance with the scope mentioned in the Client Service Agreement. The Client hereby accepts and understands that MAXGROUP may, for the performance of work in accordance with the scope mentioned in the Agreement, may assign the work or a portion thereof to any contractor and/or vendor of its choice, and MAXGROUP agrees to hold any of its contractors to the same terms and conditions of this agreement and assumes total responsibility for the contractor's work. MAXGROUP or its appointed contractor may not be able to provide its services during Force Majeure conditions and shall not be liable (during the period of Force Majeure) to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Service, if the delay or failure was due to Force Majeure conditions affecting its ability to perform any of its obligations under this Agreement including Act of God, fire, flood, earthquake, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, power or Internet outage etc. Terms and conditions govern your use of all MAXGROUP Service(s). Regarding text marketing services, like roll-over mobile phone plans, roll-over texts aren't accumulated forever. Unused text credits remain in the account as long as the Plan is active to a maximum of 6,000 credits. Accounts that exceed 6,000 credits are reduced to 6,000 total credits (unless a Customized Plan exists). This represents roll-over text credits. Text Marketing Service Plans may be viewed at: [www.MaxGroupBusiness.com](http://www.MaxGroupBusiness.com)

**ARTICLE 3: SERVICE TERMS; NO LONG-TERM CONTRACTS; MONTH TO MONTH INTERVAL OF SERVICE AS CLOSED END**

Every Service Plan (including text marketing, website hosting, mobile website hosting, SEO and ALL other plans) are leased from MAXGROUP on a month-to-month basis (unless otherwise arranged and agreed to in a binding Addendum). All lease payments made shall never constitute a lease-to-own transaction. The cost of each Plan is charged monthly on the anniversary of your activation date in advance i) for text marketing, website and mobile website plans; ii) SEO plans are charged on the first (1<sup>st</sup>) day of each calendar month; iii) or other plans which may be purchased and/or charged at separate times. There is no long-term contract and the Plans can be discontinued by providing notice of 30 calendar days prior to anniversary date to MAXGROUP; or by the seventh (7<sup>th</sup>) day of the calendar month for SEO plans at: [Support@MaxGroupBusiness.com](mailto:Support@MaxGroupBusiness.com). This does however constitute each month as an "Interval of Service," and is closed-end as described in ARTICLE 4.

**ARTICLE 4: LIMITATION OF LIABILITY**

Client agrees that MAXGROUP'S "Interval of Service" is limited to a month to month basis measured by each month for all Services. Therefore, at the end of each month, MAXGROUP's service for all plans and services whether described herein or not described specifically herein is considered completed and wholly fulfilled by MAXGROUP, and closed, completed and finished at the end of each such month, or Interval of Service. A full month of service is therefore the complete and total Interval of Service for all Agreements and Plans and is closed-end. It is only by the election of any continued payments to MAXGROUP, albeit automatically recurring credit card/debit card payments included, does the Client elect to begin another NEW Agreement Interval of Service which is again, stand-alone and closed-end. This includes Clients that are subscribers via automatically recurring billing as merchant account services, as monthly credit card services. Since each month constitutes an additional (new) Agreement to perform services, and Interval of Service,

payment for services, and any refunds that a Client may seek, only pertains to that one previous month Interval of Service. Client agrees therefore, that with exceptions of fraud, refunds NEVER apply to a previous (months) Interval of Service prior to 30 days. Client agrees not to initiate or "charge-back" any Interval of Service beyond the one immediate previous Interval of Service and forfeits all claims before the last month's service.

#### **ARTICLE 5: CLIENT SUPPORT AND CONSENT TO RECEIVE EMAIL, NEWSLETTERS, AND OTHER COMMUNICATION**

MAXGROUP will provide support to its Clients via e-manuals, emails, regular newsletters, webinars, conference calls, and many other tools including archived tutorials on the Company website. For further support email MAXGROUP at: [Support@MaxGroupBusiness.com](mailto:Support@MaxGroupBusiness.com) or contact MAXGROUP Marketing and Client Care at: (888) 670-7771 Monday thru Thursday from 10:00 AM to 6:00 PM ET excluding holidays. MAXGROUP operates an URGENT CARE CENTER via the toll free number that shall be available for emergencies only 365 days and 24 hours each day. IT WILL BE THE CLIENTS RESPONSIBILITY AT ALL TIMES TO MAKE PRODUCTIVE USE OF ALL CLIENT SUPPORT AND TO REQUEST FURTHER SUPPORT IF NEEDED. MAXGROUP ASSUMES NO RESPONSIBILITY FOR CLIENT TO BE AWARE OF AND TO ABIDE BY ANY LAWS, REGULATIONS OR LIABILITIES FOR ANY OF MAXGROUP'S SERVICES EXCEPT AS PROVIDED IN THIS AGREEMENT. CLIENT AGREES THAT BY ENTERING YOUR INFORMATION ON THE CLIENT SERVICE AGREEMENT, YOU PERMIT MAXGROUP TO REACH OUT TO YOU WITH FUTURE COMMUNICATIONS AND CAMPAIGNS AS OFTEN AS MAXGROUP DEEMS NECESSARY. YOU WILL ALWAYS BE ABLE TO OPT-OUT IF YOU CHOOSE. HAVING PROVIDED THIS CONSENT, CLIENT AGREES THAT THEY WILL NOT ASSERT THAT SUCH COMMUNICATION IS A VIOLATION OF TCPA, FCC, ANTI-SPAM ACT, OR ANY OTHER VIOLATION IN FORCE NOW, UNLESS SUCH CONSENT IS WITHDRAWN BY VIRTUE OF OPTING OUT OF COMMUNICATIONS AS PROVIDED WITHIN THIS ARTICLE.

#### **ARTICLE 6: CLIENT RESPONSIBILITIES**

The Client will be responsible for: assigning a coordinator/project manager who will be authorized to deal with MAXGROUP on matters relating to the services supplied; providing MAXGROUP or its appointed contractor with access to the computer hosting facilities, other specialized third party software and tools; passwords as necessary to access certain accounts (such as Facebook, Twitter and Google as necessary), holding formal progress meetings (via any electronic means), as and when appropriate to discuss progress and any additional requirements; approving, if acceptable, any amendments and enhancements to the overall project. All input(s) and feedback(s) required for the delivery of work allocated to MAXGROUP. Any such coordinator or project manager appointed by Client shall be considered as acting with the full faith and confidence and authority of such Client and as such their direction and actions shall be deemed to be the Clients direction and action.

#### **ARTICLE 7: TERMS OF PAYMENT**

- a) Payment: By entering into this Agreement, you agree to pay MAXGROUP a fee in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. Fees charged are nonrefundable with the exception of the month to month Guarantee of Performance as previously defined. Payments shall be made at agreed upon intervals (monthly recurring) for the relevant services.
- b) Automatic Recurring Billing: Your acceptance of these terms constitutes your authorization to MAXGROUP to automatically charge the credit/debit card provided by you and to continue charging the credit/debit card at the agreed-upon intervals during the term of the agreement. You agree to provide MAXGROUP with complete and accurate billing and contact information, including: name, street address, email address and the name and telephone number of the authorized billing contact. You agree to provide MAXGROUP with updated information within at least thirty (30) calendar days of any change to the billing information. If the billing information is determined to be fraudulent, MAXGROUP may immediately suspend services and it reserves the right to pursue any and all legal remedies. If your payment is declined, MAXGROUP may restrict your ability to use the payment method that was declined. Failure of the recurring payment process does not absolve your payment obligations.
- c) If as a convenience to the Client, MAXGROUP agrees to bill/debit the Clients credit/debit card for payments, Client agrees and acknowledges that such arrangement shall not be misconstrued or misinterpreted to infer that there is any such timeframe of service other than a month to month, opt-out at any time, condition of service and that each month as previously stated multiple times is the complete and whole Interval of Service. Therefore, MAXGROUP shall never be held accountable to refund more than the previous one (1) month's service, and only then when properly notified as described. This provision solely pertains to a refund for services, and is not, and shall not be construed as, a limitation or cap on liability under the agreement.
- d) Cost of Collection and Enforcement: All past due payments shall incur interest at the rate of one and one-half percent (1 1/2 %) per month. You agree to reimburse MAXGROUP for all costs and expenses, including, but not limited to reasonable attorney fees and costs of collection, incurred by MAXGROUP in connection with the enforcement of these terms or any provision hereof. If MAXGROUP, as a result of litigation or arbitration, is found in breach of the underlying agreement, or any portion thereof, and Client initiates litigation or arbitration, then Client shall be awarded reasonable attorney's fees and costs of such litigation or arbitration.
- e) Direct Pay: If Client has elected Direct Pay and is billed monthly by MAXGROUP, Client is responsible for ensuring by whatever means necessary that payments are received by MAXGROUP on time, that is to say by the due date on such billing statement. Payments received later than 10 calendar days after the due date shall be considered late by MAXGROUP and a \$35.00 Late Fee shall apply. Checks or other payment instruments that are returned to MAXGROUP for non-payment shall incur an additional \$35.00 Returned Item Fee regardless of the reason they are returned.

#### **ARTICLE 8: CANCELLATION POLICY**

There is no long term contract commitment. MAXGROUP operates only on a month-to-month lease basis for the convenience of the client. The Client has by 5:00 PM ET of the 3rd business day after this activation agreement date to cancel and receive a FULL REFUND including the activation fee by emailing the Company at: [Support@MaxGroupBusiness.com](mailto:Support@MaxGroupBusiness.com) . Regarding subsequent months, Client shall provide a minimum notice of 30 calendar days to

MAXGROUP before the recurring charge date which is their anniversary date i) for text marketing website and mobile website plans; ii) SEO plans are charged on the first (1<sup>st</sup>) day of each calendar month; iii) or other plans which may be purchased and/or charged at separate times. There is no long-term contract and the Plans can be discontinued by providing notice of 30 calendar days prior to anniversary date to MAXGROUP; or by the seventh (7<sup>th</sup>) day of the calendar month for SEO plans at: If no such notice is given, the customer agrees that the next recurring charge(s) are non-refundable. In other words, with less than a 30 calendar day notice, or by the 7<sup>th</sup> calendar day for SEO plans, the customer agrees to still make the following one (1) month's scheduled payment on all applicable services whether via credit card recurring processing or by direct bill payments made by check. Contacting the MAXGROUP Rep does NOT ever constitute required Company contact as per this Agreement. Your Agreement is with MAXGROUP and not with MAXGROUP'S Independent Representative. Failure to do so will result in immediate collection including litigation without further notice. SHOULD CLIENT CANCEL OR BECOME INACTIVE VOLUNTARILY OR INVOLUNTARILY, CLIENT PERMANENTLY FORFEITS AND LOSES ALL RIGHTS TO DATA INCLUDING BUT NOT LIMITED TO THEIR SHORT CODE(S), KEYWORD (S), NAMES, EMAIL ADDRESSES, PHONE NUMBERS, DESKTOP AND/OR MOBILE WEBSITE CREATION, ANY AND ALL CONTENT AS WELL AS ALL OTHER INFORMATION NORMALLY RETAINED AND MAINTAINED BY MAXGROUP. CLIENT PERMANENTLY FORFEITS ANY UNUSED TEXT AND/OR EMAIL AND/OR OTHER FEATURES DESCRIBED IN THE SERVICE PLANS. ALL OF THE ABOVE REMAIN THE PROPERTY OF MAXGROUP. WEBSITES AND MOBILE WEBSITES WOULD BE SUSPENDED AND GO "OFF LINE," AND ALL CONTENT WOULD BE DISOLVED.

#### **ARTICLE 9: WORK PRODUCT**

- 9.1 Client agrees and understands that any and all products, services, creations and authorship of any and all materials, documents, videos, web page content, graphics, audio clips, programming, code, algorithms, scripts, applets, as well as any other proprietary techniques and/or methods utilized by MAXGROUP under this Agreement shall be considered owned and the sole intellectual property of the Client as long as payments described are being made in a timely manner and then when all work product as described in the Agreement is paid for in full per the amount and terms of the promissory note.
- 9.2 If Client does not fulfill the terms and conditions described in this Agreement, including payment in full, and lease payments as they apply, then, all such work, products, services, all work previously described, or work MAXGROUP may complete for Client not described in this Agreement, shall revert to the sole property of MaxGroup and shall be considered and fully protected as the Intellectual Property of MAXGROUP and is protected by all laws governing the use of intellectual property laws, patent laws, copyright laws and/or trademark laws or other laws as such applies.
- 9.3 Should the Client be legally found in default of the Agreement, then such Client has NO CLAIM under such terms as defined in Section 101 of Title 17 of the United States Code (the "Copyright Act"). In the case of default MAXGROUP shall at all times retain the sole and exclusive ownership rights and intellectual property rights such as copyrights, trademarks, service marks, trade craft, and patents for all products and/or services custom produced by MAXGROUP for Client by this Agreement and MAXGROUP.
- 9.4 MAXGROUP agrees to lease such equipment, servers, and other SaaS (Saas: **Software as a Service** is a **software** distribution model in which a third-party provider, in this case MAXGROUP, hosts applications and makes them available to customers over the Internet) services to Client only on a month to month basis for set fees as agreed to on the Customer Service Agreement. Such monthly fees are to be paid in advance for the use of such equipment, servers, SaaS, and other revisions and/or maintenance in order to keep Client's website, and any and all other technology selected by the Client for use, in good working order to the best of MAXGROUP'S ability to do so. Such good maintenance and service shall be bound by the terms and conditions set forth in ARTICLES 18, 27, 32 and 33.

#### **ARTICLE 10: ANTI-SPAM AND PRIVACY – APPLIES TO TEXT MARKETING CLIENTS**

MAXGROUP has a ZERO TOLERANCE anti-SPAM policy. Any account found to be using MAXGROUP Services for spam will be suspended without notice. If you know of or suspect any violators, please notify us immediately. Any unused credits or remaining service fees will not be refunded to that client. MAXGROUP is a strong supporter of a spam-free communication environment. As the client of record, you should be selective who you designate on your behalf to create content and distribute same in regard to messaging your account base of telephone numbers. You agree without exception that you will control the "messaging" at all times. Content and messages sent will never be completed or so construed in any way to be completed by MAXGROUP, any department of MAXGROUP, or any authorized REP of MAXGROUP. As the client of record, you agree to this and to indemnify MAXGROUP completely under all circumstances regarding your messaging without exception. **What is Spam?** Spam is any type of unsolicited messages. By sending messages to only those who have explicitly requested to receive it, you are following accepted permission-based messaging guidelines. You should not assume a preexisting relationship to be a substitute for explicit consent to send messages. If your customer disclosed a mobile number in a normal course of business but did not specifically express consent to receive your message, you cannot send messages to the number. If it's discovered that you have been delivering any type of message to recipients who have not granted you consent, you'll be held fully accountable for your actions. You are subject to any legal actions that result from such violations whether you use our standard user interface or API. **How Does MAXGROUP Protect You as a Client from SPAM?** MAXGROUP is a 100% permission-based email, instant message, voice broadcast, and mobile communication tool that follows the strict guidelines of the FCC, TCPA, CAN-SPAM ACT, MMA and all federal, state and country protocols. For more information please see the "ANTI-SPAM" tab in the footer of the homepage of our website or call MAXGROUP at (888) 670-7771. **Privacy and Anti-SPAM Policies:** Clients found to be sending spam will be cut off from use of the service and may be subject to legal action by MAXGROUP, government authorities, or the recipients of your messages. Evading MAXGROUP'S monitoring system or the delivery of spam messages through the system is a clear and serious spam violation. If you know of or suspect any violators, please notify us immediately. Every out-going email and instant message via the MAXGROUP service contains a mandatory unsubscribe link that allows the recipients to remove themselves from your mailing distribution list(s). Voice broadcasts must also include verbal instructions on how to be removed from your calling list. In the case of mobile messages (Text/SMS), the initial message must include STOP instructions to opt-out of text messages. To unsubscribe, recipients are prompted to text STOP to the short code that sent the unwanted message. If the unsubscribe link is removed or de-activated in any way, or if the text STOP verbiage is omitted, MAXGROUP will terminate the Client's account. **What constitutes consent?** The recipient of your message has been

clearly and fully notified of the collection and use of his or her contact information and has consented, as required by law, prior to receiving your calls or messages. Consent can be obtained in handwritten form or via email, website form, text message, or other methods in compliance with the E-SIGN Act. You will have to obtain consent from the recipient of your messages, even if you previously had a business relationship with the recipient. You DO NOT have consent if any person purchased a product or service from you or partakes in an event, meeting, conference or general gathering. Nor do you have consent if a person "Likes" or "Follows" your business on Facebook or Twitter. If you require people to confirm that they opt in to your system but have not received a response from those people, then you DO NOT have sufficient consent and may not send messages to those individuals. Subscribers must also be aware that consent is not a condition of purchase. **CONSENT:** •If you are sending text or voice messages for solicitation purposes, then your campaign must meet the "prior express written consent" standard. The revised TCPA rule defines "prior express written consent" as a signed written agreement that clearly and conspicuously discloses to the consumer that: •By signing the agreement, he or she authorizes the seller to deliver telemarketing messages to a designated phone number using an automatic telephone dialing system and •The consumer is not required to sign the agreement or agree to enter into it as a condition of purchasing any property, goods, or services. The required signature may be obtained in compliance with the E-SIGN Act, including via an e-mail, website form, text message, telephone key press, or voice recording. For more details for the revised TCPA rule as referenced above. •At MAXGROUP's discretion, any account will be suspended without a refund if the account knowingly or unknowingly contributes to spam or violates federal, state, local or carrier laws or rules. MAXGROUP may be required to assist parties claiming damages from your actions related to spam. •You agree to not access or use ANY third party mailing lists for email addresses, instant message screen names, or phone numbers, or otherwise prepare or distribute unsolicited messages in connection with our service. •You agree to import, add, edit, access or use only lists for which all listed parties have opted in to receive correspondence from you ("Permission-Based Lists"). You hereby covenant that you shall not use any other lists in connection with your use of the service. In addition, it is prohibited to import phone numbers without tangible proof of the subscribers' explicit consent to receive messages. Doing so will deny you of this feature or be subjected to a stringent qualification process to comply with various local and federal laws. The process includes the proof of method for opt-in, to provide evidence of opt-in, your legal identity and your organization's identity. •You acknowledge and agree that not all messages sent will be received by their intended recipients. Sending a message to a distribution list may deliver messages to unintended recipients due to the list changing. It is your responsibility to keep your distribution lists updated. •You agree to comply with all local, state and federal regulations and general practices governing your specific content or promotion type. Additionally, content affiliated with pornographic or sexually explicit material or alcoholic beverages is prohibited. In particular, alcoholic beverages or entertainment content or promotions targeted to people under 21 years of age may not be sent through the system. •You will adopt and maintain the Privacy Policy, which may be modified by MAXGROUP at any time for any reason. •You agree to identify your organization, product and service accurately and not deceive your recipients in any message with reference to your identity, offering, availability, pricing, benefits, and any other aspects of your communication.

#### **ARTICLE 11: GUARANTY**

If Client has been unable to utilize the services provided by MAXGROUP for any reason due to MAXGROUP's technical failure or consequence beyond control of MAXGROUP, Client shall have the right to cancel applicable services, and MAXGROUP will provide to Client a full refund of all monies previously paid to MAXGROUP from Client but ONLY for the period that services were not provided. Should Client choose to cancel service and seek a refund, Client must provide written notice to MAXGROUP within fifteen (15) days of any such service interruption. Said notice must include a detailed basis for the cancellation. This provision applies ONLY to a minimum of 3 consecutive days (72 hours) without service at MAXGROUP's failure.

#### **ARTICLE 12: LICENSE; RESTRICTIONS**

a) MAXGROUP hereby grants Client a non-exclusive, non-transferable license to access and use the Services at Client's place of business. Client is prohibited from reselling, loaning or otherwise sharing the Services or divulging any related confidential information including, but not limited to passwords. Except as expressly permitted in this Section Client may not use, reproduce, transfer, share, sublicense or transmit the Services in any form or by any means without the prior written consent of MAXGROUP. Client further agrees not to modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code from the Services or related software, or to permit or authorize a third party to do so. Title to the Services, and all related software, technical know-how, and intellectual property rights therein are and shall remain the exclusive property of MAXGROUP. Client shall not take any action to jeopardize, limit or interfere in any manner with MAXGROUP's ownership of, and rights with respect to any licensed software and/or Services. b) COMPLIANCE. Client acknowledges and agrees that, as between Client and MAXGROUP, Client ALONE is responsible for 100% compliance with all federal, state or other applicable laws governing the use of the Services, including but not limited to laws applicable to direct marketing and privacy. Client further acknowledges and agrees that MAXGROUP merely provides a "routine conveyance," as that term is defined in 15 U.S.C. § 7702 (CAN SPAM Act), in connection with the transmission of any electronic mail messages on behalf of Client in connection with the Services. Client also agrees to comply with MAXGROUP's policies and rules for use of any and all Services, as made available to Client and as amended by MAXGROUP from time to time in its sole discretion.

#### **ARTICLE 13: INTELLECTUAL PROPERTY RIGHTS**

Since all of MAXGROUP's services and products are created, maintained and utilized from very specific proprietary software platforms not necessarily available to the public or other professionals or similar supplier companies, MAXGROUP retains the Intellectual Property Rights at all times. Therefore all platforms including but not limited to text marketing, websites, mobile websites, SEO, and other services cannot be transferred to another hosting or servicing company. (e.g. MAXGROUP uses proprietary tools created exclusively for and by MAXGROUP engineers and does not create websites on WordPress ®.) Therefore even the largest and most able hosting competitor could not simply take possession of a MAXGROUP site and host it as that would be impossible without recreating it from the beginning. a) It is the intent of the parties that MAXGROUP shall own ALL the Services. Client shall own all intellectual property rights to any content created as a result of this Agreement, including any blog posts, web content, or books, whether or not such content is authored by client. Such IP ownership shall not extend to any software platforms, systems, SaaS, or other proprietary systems owned,

leased, contracted for, patents, copyrights, trademarks, trade secrets and other intellectual property rights associated with or appurtenant to the Services or otherwise managed or maintained by MAXGROUP, but shall be exclusively limited to content created for client arising out of this Agreement. Neither the Client, nor its subsidiaries, affiliates, agents or employees shall have any right to use the Services other than for the purposes set forth herein. In all cases, all of the Services are and shall remain the sole and exclusive property of MAXGROUP. This includes all text marketing data, email data, websites, mobile websites, artwork, images created, content and any other service and/or work product completed by MAXGROUP. Client covenants to take no action nor commit any omission that would be adverse to MAXGROUP's sole and exclusive ownership of the Services. If Client, its subsidiaries, affiliates, employees or any third parties obtain any rights of ownership in or use of the Services through operation of applicable law or otherwise, Client agrees to and hereby transfers, grants, conveys, assigns and relinquishes exclusively to MAXGROUP any and all right, title and interest it has or may acquire in the Services under patent, copyright, trade secret, trademark or other law relating to intellectual property in perpetuity or for the longest period otherwise permitted by law. In this relationship, the Client is the Licensee and MAXGROUP is the sole owner of ALL intellectual property and the Licensor. b) As services are the sole property of MAXGROUP as the Licensor, MAXGROUP retains the right to use information about the account that is held reasonable such as the Client's name, website, images, artwork and anything else that does not compromise secure data or otherwise violate any applicable laws (e.g. HIPAA) to promote the MAXGROUP brand in order to market it's (MAXGROUP's) services without prior authorization from any Client or account.

#### **ARTICLE 14: CONFIDENTIALITY**

a) Client acknowledges that the Services are the trade secrets of MAXGROUP, b) Each party agrees to use good faith efforts and at least the same care that it uses to protect its own confidential information of like importance, but in no event less than reasonable care, to prevent unauthorized dissemination or disclosure of the other party's confidential information both during and after the Term of this Agreement (including without limitation, the Services). In addition, each party shall use the other party's confidential information solely as necessary for the performance of this Agreement. Confidential information will include, but is not necessarily limited to (i) non-public financial information concerning either party; (ii) information concerning either party's product line (both current and planned), research, development, customers, and pricing and marketing plans, unless and until publicly announced; and (iii) any information designated as confidential in writing at or prior to disclosure. c) Except as required by law, MAXGROUP will not disclose to any non-affiliated third party any non-public individually identifiable customer data received from Client without Client's prior approval. MAXGROUP shall maintain at all times during the Term appropriate and reasonable safeguards to protect such individually identifiable customer data using measures no less rigorous than those used to protect MAXGROUP's own clients' individually identifiable data. d) The restrictions in this Article 11: Confidential Information shall not apply to information which: (i) has become publicly available without breach of this Agreement or any other confidentiality obligation by the receiving party; (ii) has been given to the receiving party by a third party with a legal right to so disclose; (iii) was known to the receiving party at the time of disclosure as evidenced by its written records; (iv) was independently developed by the receiving party without reference to the other party's confidential information; or (v) is necessary to establish the rights of either party under this Agreement; or must be disclosed by the receiving party to comply with any requirement of law or order of a court or administrative body (provided that the receiving party will endeavor to notify the disclosing party of the issuance of such order and reasonably cooperate, at disclosing party's expense, in its efforts to convince the court or administrative body to restrict disclosure).

#### **ARTICLE 15: TERMS AND TERMINATION**

a) The term of this agreement shall commence upon acceptance herein. Thereafter, this Agreement shall automatically renew on a month-to-month term, "Interval of Service" unless either party provides written notice to the other party that it will not renew, such notice to be given at least thirty (30) days prior to the expiration of the then-existing Term. b) Either party may terminate this Agreement immediately for any breach of this Agreement by the other party that is not cured within thirty (30) days after receipt of written notice of the breach from the non-breaching party. c) MAXGROUP may terminate this Agreement at any time without cause upon thirty (30) days written notice to Client. d) This Agreement shall be immediately terminated upon the dissolution or bankruptcy of Client, the filing of a bankruptcy petition by or against Client or a general arrangement or assignment by Client for the benefit of creditors. e) Following expiration or termination of this Agreement for any reason, all rights and licenses granted herein shall terminate and Client shall immediately cease use of and certify to MAXGROUP that it has destroyed all copies of the Services and related software. f) Termination or expiration of this Agreement for any reason shall not release any party from any liabilities or obligations set forth in this Agreement that by their nature would be intended to be applicable following any such termination or expiration. g) MAXGROUP reserves the right to suspend the Services immediately in the event that a payment due remains unpaid and to terminate this Agreement in the event that a payment due remains unpaid thirty (30) days after Client billing due date. In such a case of termination, the Client would permanently lose all data and it would not be able to be recovered.

#### **ARTICLE 16: INJUNCTIVE RELIEF**

Each party acknowledges that the Services are unique property, and that the unauthorized use or disclosure thereof shall cause MAXGROUP irreparable harm that could not be adequately compensated by monetary damages. Accordingly, in addition to any other remedies available to it at law or in equity, MAXGROUP will be entitled to injunctive relief to enforce the terms of this Agreement, including to prevent any actual or threatened unauthorized use or disclosure of confidential information or the Services.

#### **ARTICLE 17: GOVERNING LAW; DISPUTE RESOLUTION**

a) This Agreement will be construed in accordance with and governed by the laws of the State of Arizona, without regard to principles of conflicts of law. Any disputes under this Agreement shall be brought in Maricopa County, Arizona. In the event that the Dispute Resolution section is invalidated, the parties hereto consent to the jurisdiction of any local, state or federal court in which an action is commenced and located in accordance with the terms of this Section and that is located in Maricopa County, Arizona. The parties further agree not to disturb such choice of forum, and if not resident in such state, waive the personal service of any and all process upon them, and consent that such service of process may be made by certified or registered mail, return receipt requested, addressed to the parties as set- forth herein. b) Any dispute or claim arising hereunder shall be submitted to binding arbitration in Maricopa

County, Arizona, and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. The parties hereunder further agree that: (i) any request for arbitration shall be made in writing and must be made within a reasonable time after the claim, dispute or other matter in question has arisen; provided however, that in no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute, or other matter would be barred by the applicable statutes of limitations; (ii) the appointed arbitrator must be a former or retired judge or attorney at law with at least ten (10) years-experience in the substantive area of this Agreement; (iii) the award or decision of the arbitrator, which may include equitable relief, shall be final and judgment may be entered on such award in accordance with applicable law in any court having jurisdiction over the matter. c) In any action, arbitration, or other proceeding by which one party either seeks to enforce its rights under the Agreement, or seeks a declaration of any rights or obligations under the Agreement, the prevailing party will be entitled to reasonable attorney's fees and reasonable costs and expenses incurred to resolve such dispute and to enforce any final judgment. If Client or Client's account is referred to an attorney or collection agency for collection, Client will pay for all collection fees, costs and expenses incurred by MAXGROUP, including attorneys' fees and fees of collection agencies.

#### **ARTICLE 18: INDEMNIFICATION**

**Client's Indemnification for MAXGROUP:** Client shall indemnify, defend, and hold harmless MAXGROUP, its appointed contractor(s), and its owners, heirs, directors, officers, employees, agents, affiliates, and subsidiaries against and from all losses, judgments, damages, claims, liabilities, costs, or expenses (including without limitation, reasonable attorneys' fees and expenses) that may at any time be incurred by any of them or in connection with, arising out of, or relating to: (a) bodily injury death, or real or tangible personal property damage (excluding software, data, and related documentation) resulting from Client's or Client's agents willful misconduct or gross negligence; (b) Client's failure to comply with any laws or regulations relating to the services with which Client is required to comply; and (c) infringement of any third party rights caused by any of the inputs/materials provided by the Client.

**MAXGROUP's Indemnification for Client:** MAXGROUP shall indemnify, defend, and hold harmless Client, its appointed contractor(s), and its owners, heirs, directors, officers, employees, agents, affiliates, and subsidiaries against and from all losses, judgments, damages, claims, liabilities, costs, or expenses (including without limitation, reasonable attorneys' fees and expenses) that may at any time be incurred by any of them or in connection with, arising out of, or relating to: (a) bodily injury death, or real or tangible personal property damage (excluding software, data, and related documentation) resulting from MAXGROUP's or MAXGROUP's agents willful misconduct or gross negligence; (b) MAXGROUP's failure to comply with any laws or regulations relating to the services with which MAXGROUP is required to comply; (c) infringement of any third party rights caused by any original content or drafting created or prepared by MAXGROUP, provided that such infringement is not the result of input/materials provided by Client; and (d) any third-party claim that MAXGROUP's IPRs, any software or hardware used by MAXGROUP or its appointed contractor(s) in its provision of Services infringe upon any patents, copyrights, trademarks, service marks, trade secrets, or other similar property rights of such third-party, provided however that MAXGROUP shall not owe any duty of indemnity in the event any such losses resulting from infringement or misappropriation arise out of or result from: (i) any materials or intellectual property furnished by client or its agents and utilized by MAXGROUP or its appointed contractor(s) in providing services; (ii) compliance by MAXGROUP or its appointed contractor(s) with Client or its agent's instructions, specifications, or modifications; (iii) modification of the work by any party other than MAXGROUP or its appointed contractor(s) not under MAXGROUP's control; or (iv) use of the work product, services, or deliverables, whether in whole or in part, in combination with any third-party work, goods, products, or services not furnished or recommended by MAXGROUP or its appointed contractor(s).

#### **TEXT MARKETING CLIENTS ONLY**

**MAXGROUP'S Indemnification from TCPA Liability:** MAXGROUP meets the definition of a Common Carrier exempt from the TCPA as it relates to a Client sending out prohibited SMS/Text messages that would be considered SPAM. MAXGROUP is a reseller of online services that allows Clients to use the internet to send text messages to its customer lists. MAXGROUP buys the services from its third party vendors and Aggregators in bulk and resells the services through its online presence either directly or through a network of independent contractors. MAXGROUP leases certain services for convenience and financial advantages and may not own the hardware or software but merely "resells" the platform and provides technical support to the end user. MAXGROUP's platform is similar to most companies in this space which were all recently ruled to be common carriers by the courts which recently and found to be exempt from TCPA liability from the Client that originated SPAM. Any customer service, verbal or written email communication or manuals or other instructions including but not limited to its website at [www.MaxGroupBusiness.com](http://www.MaxGroupBusiness.com), brochures and/or anything else of that nature does not make MAXGROUP liable for messages sent out from the account/customer. Only the Client designs the content and originates the text messages from their MAXGROUP supplied control panel. Further, the Client completely agrees to assume 100% sole responsibility for all use of the all Services and agrees to indemnify, defend, and hold harmless MAXGROUP and its business and technology partners, underlying technology creators, third-party suppliers, operators and providers, licensors, board members, officers, directors, shareholders, employees, distributors, resellers, affiliates, and agents from and against any damages, losses, liabilities, judgments, fines, settlements, and expenses (including, without limitation, costs and reasonable attorneys' fees) in connection with any claim or action arising from any cause such as (i) any act or omission that, if true, would constitute a breach of this agreement, (ii) any privacy or spam policy violation alleged to have been committed through any use of your MAXGROUP account, (iii) any other use of MAXGROUP's service in any manner not authorized by these Terms of Use, in violation of the restrictions herein, or in violation of applicable law, and (iv) any other reason including but not limited to acts of God, destruction, theft, defects, viruses, communication failure, failure of performance, impairment or loss of data, suspension or termination of service, and unauthorized access to MAXGROUP's system, records, data, or settings, (v) Client understands and agrees that this Agreement contains a legally binding Arbitration Provision which includes waiver of all class actions and provisions for opting out of arbitration, which affects the subscriber's rights under this Agreement with respect to all services. This section, and the use of content herein, shall be strictly limited to SMS and/or text messages and/or email, email automation services, and shall not pertain or extend to other content, including but not limited to blog posts,

electronic or otherwise, or other publications as submitted to and approved by MAXGROUP'S Compliance Department. Should the Client be the sole creator, editor, transmitter and publisher of any and all content including blog posts and/or email, or email automation, or other content and/or communication, whether written, electronic, or otherwise without submission to MAXGROUP for editing, plagiarism analysis, TCPA and other cautionary Compliance reviews, than the Client is solely and completely responsible for all such content and/or communications and shall indemnify MAXGROUP from any possible liability arising out such content in perpetuity.

#### **ARTICLE 19: AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER**

**Agreement to Arbitrate:** In the event of a dispute between you and us arising under or relating to anything regarding your account(s) with us, either of us may choose to resolve the dispute by binding arbitration, instead of in court. Any claim (except for a claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either side requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. **Class Action Waiver:** ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CLIENTS OR ACCOUNTS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

#### **ARTICLE 20: TERMINATION BY MAXGROUP**

Should either party fail to carry out its obligations under this Agreement and is in breach which cannot be cured within 30 calendar days the other party may terminate the Agreement with one calendar month's written notice without prejudice to any other rights available. Where the services are suspended by MAXGROUP for non-payment of fees, MAXGROUP shall have the right to terminate this Agreement if such suspension continues for more than thirty calendar days without prejudice to any other rights available to MAXGROUP under this Agreement or otherwise legally.

#### **ARTICLE 21: TERMINATION BY CLIENT AND GUARANTEE OF PERFORMANCE FOR SEO SERVICES**

The Client may terminate the Agreement for convenience or for lack of performance by MAXGROUP at the Clients sole discretion by providing a minimum of the first 7 Calendar days advanced written notice of termination. Client is responsible for the first 7 Calendar days advanced written notice of termination, which translates to "no later than the 7<sup>th</sup> calendar day of the month by 5:00 PM ET. Specifically, Client must inform MAXGROUP of Clients wishes to cease SEO Service and if they are REQUESTING A REFUND for the prior month's service before 5:00 PM ET of the 7<sup>th</sup> day of the following month. If Client fails to provide to MAXGROUP such cancellation notice within the first 7 Calendar days of any given month for the previous months service, then the Client shall be responsible for the fees for such period as agreed upon for SEO monthly services and then the Client would forfeit their rights to that particular refund. To be clear, if Client doesn't appropriately supply such cancellation, then said Client is fully responsible for the fees as outlined in the Agreement for said month and for future months until such Cancellation Requirements are satisfied as agreed upon in the terms of this Agreement.

#### **ARTICLE 22: MAXGROUP GUARANTEE OF PERFORMANCE FOR SEO SERVICES**

MAXGROUP agrees to perform to the best of its ability the SEO work product and/or services as specifically outlined in the Client Evaluation & Proposal on a month to month basis measured by each Calendar Month. Please refer to such Client Evaluation and Proposal as it is specific to each Client and contains certain Guarantees of Performance on an individual case. MAXGROUP and the Client warrant and accept that afore mentioned Client Evaluation and Performance Guarantee are enjoined to these Terms and Conditions and are part and parcel of this Client Agreement for work product and/or service. MAXGROUP SHALL a) perform to its best abilities the responsibilities as specifically described in the Client Evaluation and Proposal in an ongoing manner and on a month to month basis; and b) shall supply the Client with a specific report(s) via email and/or by the availability for the Client to login to a unique URL to access such reports of ongoing progress at MAXGROUP'S sole discretion. The Client shall always be able to see specific measurements as they relate to the Client Evaluation and Proposal and MAXGROUP's fulfillment of such work product and /or service.

#### **ARTICLE 23: CLIENT CANCELLATION & MEASUREABLE PERFORMANCE CRITERIA PERTAINING TO REFUND GUARANTEES**

MAXGROUP'S Performance Money-Back Guarantee only applies to all five (5) specific SEO Plans and not to any other plans, products or services. MAXGROUP Performance Guarantee applies ONLY to the following plans: SEO Essentials, Local SEO, Regional SEO, National SEO and Enterprise SEO. No other products and/or services are covered by this specific warranty. Although a Client may cancel MAXGROUP services for any reason and not receive a refund, the following very specific items are what MAXGROUP guarantees as a minimum level of achievement for SEO Plans regarding any monetary refund:

##### **A.) FOR ALL FIVE (5) SEO PLANS – 120 CONSECUTIVE DAY RULE**

Client has been informed, understands and agrees that MAXGROUP SEO does need a minimal amount of time to complete massive amounts of SEO work product. Although Client will see some rank improvement in the first 30 - 90 days, Google's ranking methods may run 21+ days behind all work MAXGROUP performs. Clients should really understand that very effective SEO results occurs at twelve (12) months and more, so to perform one to two months of SEO work is wasteful for all involved. In fact, if Client has the intention of "trying out SEO Services for a month or two," Client should not engage an SEO Agreement and has been advised as such. Therefore MAXGROUP'S Performance Guarantee ONLY applies after 120 days (4 complete calendar months) of paid consecutive SEO work product. Client understands and agrees that it is only within the first seven days of the fifth (5<sup>th</sup>) month of consecutive service that the Performance Guarantee becomes available to the Client. To be clear, the first three (3) months of ALL SEO campaigns are not refundable under any circumstances.

## **B.) FOR ONE (1) SEO ESSENTIALS PLAN ONLY**

1. MAXGROUP will connect Client's (one) business location to forty (40+) citation sites (e.g. Yelp, etc.), shall clean up incorrect information, and suppress duplicate citation site information to the best of MAXGROUP'S ability and shall report to Client on same.
2. MAXGROUP will help create content, edit and supply to Client an SEO Customized Press Release and will syndicate (push) and publish to 500+ media sites and 100,000+ blogs, three (3) press releases on months four (4), eight (8), and twelve (12) of months MAXGROUP is still servicing and being paid for such SEO Essentials Plan.
3. MAXGROUP will supply Client with customized reporting regarding said press releases on or about the first 24-48 hours and also 7-8 days after syndication with links to all media outlets that published the press release so that Client may verify the effectiveness of such campaign.
4. MAXGROUP will either publish the quote (if MAXGROUP is the website hosting company of the Client) or supply such impressions and code so that Client can instruct their webmaster to install (if MAXGROUP is not the website hosting company of the Client), "As Seen On ABC, CBS, NBC, FOX, CW," and will guarantee that Clients press releases will be published by these brands and/or their affiliates identified as such.

## **C.) FOR FOUR (4) SEO PLANS: SEO LOCAL, SEO REGIONAL, SEO NATIONAL AND SEO ENTERPRISE ONLY**

1. MAXGROUP will capture a minimum of 5 new keyword rankings from relevant search phrases that have generated search-based clicks to Client's website per month.
2. While individual keyword rankings may increase or decrease on a monthly basis there will be a minimum NET ranking gain of 25 positions for all active rankings per month for the Client's website.
3. Client will have access to a monthly SEO Report generated by MAXGROUP detailing net losses and gains of above, impact to search results and actual measurable improvements.

## **ARTICLE 24: CLIENT'S 100% SEO SERVICE PERFORMANCE GUARANTEE**

If MAXGROUP fails to provide verification that the Performance Guarantee as described in ARTICLE 23 FOR ANY ONE MONTH OF SERVICE, the Client may notify MAXGROUP by the 7<sup>th</sup> day of the following calendar month, only under such circumstances shall be entitled to have that previous ONE month's service payment refunded, so long as the Client meets our Refund Policy Period in order to receive such a refund.

## **ARTICLE 25: SEO REFUND POLICY PERIOD**

ONLY ONE MONTH of service shall ever be refunded at such time, since this is a month to month renewable Interval of Service contract, and each month constitutes the entire contract period. With such a liberal "Opt-Out" Clause, there shall NEVER be a refund to include any months prior to the last month of service. To be clear, while a Client may request and receive a refund for one (1) prior month's service, there shall NEVER be a basis ever for the Client to request multiple months' refunds since each month service and payment is the entire term of the Agreement.

## **ARTICLE 26: SEO NOTIFICATION TO MAXGROUP**

If Client wishes to discontinue MAXGROUP SEO services, and/or meets the requirements for requesting a refund of the (one) previous month's service, Client may do so by any of the following methods:

1. Email MAXGROUP within seven (7) days of the following month at: [Support@MaxGroupBusiness.com](mailto:Support@MaxGroupBusiness.com)
2. Call MAXGROUP within seven (7) calendar days of the following month at: (888) 670-7771.
3. By FAX to MAXGROUP within seven (7) days of the following month to: (727) 683-9552.

Upon notification, MAXGROUP shall acknowledge receipt of refund request in writing to the Client and credit the one (1) month refund by the same method the Client made payment (credit card or check), and shall immediately cease providing all SEO services to Client and cease providing performance reports, provided that the conditions for refund are satisfied as outlined in this Agreement.

## **ARTICLE 27: IMPACT OF DISCONTINUING MAXGROUP SEO SERVICE AND LIABILITY**

Because of the enormous scope and tasks of work products that comprise MAXGROUP's SEO Services to the Client, the Client is hereby informed and must absolutely be aware that the net result of MAXGROUP's SEO Team cessation of efforts will without fail result in almost immediate negative effects on the previous Clients site that may be noticed within the very first few days of lack of MAXGROUP SEO service. Client acknowledges this is NOT in any way a retaliatory act by MAXGROUP, rather a result of Client's SEO no longer being constantly managed for optimal results and therefore wholly, completely and unconditionally waives any claim against MAXGROUP for all such circumstances and any results as described in the paragraph below.

"MAXGROUP shall not be held responsible under any circumstances for any negative SEO effects of the Clients site or the sites SEO ranking after MAXGROUP is notified of such cancellation of future monthly Agreements. This includes but is not limited to any and all negative effects upon the Client sites ranking, algorithms, internet search, website traffic fall-off, decrease of traffic, inquiries, purchases, and loss of revenue whether perceived or realized. If Client discontinues the Services of MAXGROUP's SEO implemented strategies and should they cease to keep such SEO Service Agreement active it is actually absolutely predictable that such negative SEO effects would occur very rapidly due to the internet's organic and constantly fluctuating methods."

## **ARTICLE 28: USE OF PRESS RELEASE(S) 28.1**

**28.1 Disclaimer of Warranties:** This Terms and Conditions Agreement (this "Agreement") contains the complete terms and conditions that apply to an individual's or entity's use of MaxGroup Business Solutions, LLC and/or d/b/a MaxGroup Media press release syndication and press release web services (the "Services"). a) The party drafting and supplying the information to be included in the press release shall be solely responsible for the accuracy and any and all other liabilities as they apply to any content in first, and resubmitted content so edited by the Client. Because of the volume of information and content submitted to MAXGROUP, MAXGROUP cannot be responsible for verifying facts and/or otherwise vetting the accuracy and originality of any such content



contained in Submitted Materials. MAXGROUP'S liabilities are limited insofar as they relate to the edits of the Clients Submitted Materials, and that all Submitted Materials must follow MAXGROUP'S editorial guidelines which can be found on MAXGROUP'S website and are subject to change at any time at MAXGROUP'S sole discretion. b) All press releases Submitted Material shall be drafted on MAXGROUP'S official Press Release Questionnaire for Media (FORM: 1048 – REVISED 06.01.17). MAXGROUP Press Release Questionnaire is detailed and very specific in scope to assist Client to submit accurate information to MAXGROUP for edit's, adherence to the guidelines of the latest version of the Stylebook of the Associated Press®, compliance check for potential SPAM and other edits and requirements as MaxGroup Media is required to meet to continue its obligations as a Tier-1 News Outlet Distribution provider. c) As such MAXGROUP'S sole liability shall extend only to the aforementioned guidelines and shall in no way be construed as liable for the content and any consequences arising out of the content as Submitted Materials by the Client. d) Client Submitted Materials are always edited by MAXGROUP, with the edited copy returned to the Client as a final copy before syndication. The Client is instructed each time to review the final "copy" including titles, written content, images, photographs, and more, for accuracy and authenticity, and to approve or edit and resubmit for changes. The Client shall retain the right to edit, make notes, corrections, establish a different direction and/or "call to action" as many times as Client believes necessary. MAXGROUP never syndicates to the media until the Client has forwarded a final copy with the Clients words, "I approve of this for syndication". e) The Client, not MAXGROUP is responsible for taking all reasonable precautions to ensure that materials syndicated and/or posted on media sites do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights). MAXGROUP disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or availability of information or material that Client submits for syndication to be broadcasted internationally and displayed on media web sites. MAXGROUP disclaims any responsibility for the deletion, failure to store, or delivery of any material. MAXGROUP disclaims any responsibility for any harm, real or imagined, resulting from accessing any material on the Internet through the press release services. MAXGROUP will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Services, even if we have been advised of the possibility of such damages. Further, you will indemnify and hold MAXGROUP harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the use of the Services as explained in accordance with the terms and conditions of this Agreement.

**28.2** MAXGROUP reserves the right (i) to reject or edit Submitted Materials, provided that substantive edits to the Submitted Materials will not be done without your consent; and (ii) to remove any press release from its website, pull any press release from distribution or deny approval to any press release. MAXGROUP can only remove Submitted Materials from its network, and MAXGROUP makes no representation or warranty regarding the removal of Submitted Materials from sites outside of the MAXGROUP'S Pressroom network.

**28.3** MAXGROUP endeavors to disseminate Submitted Materials promptly and accurately. Any inadvertent errors by MAXGROUP will be corrected promptly upon discovery, or notice by you before syndication without additional charge, and such obligation to correct shall constitute the sole liability of MAXGROUP in this regard. Once Submitted Material is returned to MAXGROUP via email or fax with any verbiage of approval as a final copy, or as "I approve," from you, all such Submitted Materials as syndicated to the MAXGROUP news network and/or payment shall be considered complete, and MAXGROUP shall have no further obligation to you regarding such Submitted Material or in relation to such payment.

**28.4** All Submitted Materials transmitted by MAXGROUP must contain a user-supplied contact name, phone number and email address that may be verified by MAXGROUP.

**28.5** MAXGROUP does not warrant specific placement of any news release nor pick up by third parties of any news release on its wire, other than as follows: MAXGROUP MEDIA will deliver a news release via online distribution methods to make such content available to be repurposed by third parties who discover the content at various Internet locations, both intended and unintended. MAXGROUP does guarantee that within our network, your press release will be published by ABC, CBS, NBC, FOX, CW and/or their affiliates and Google News and MAXGROUP shall issue syndication reports with links to such online postings so that you may verify the same.

**28.6** You agree to use the Service for its intended purpose and not for any illicit purposes including, but not limited to, the reverse engineering of the site and/or its processes and the inclusion of such processes or services in a derivative service. You shall not query, spider or access any MAXGROUP systems without the express written consent of MAXGROUP.

## **ARTICLE 29: BILLING OF PRESS RELEASE(S)**

**29.1** You shall prepay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. All payment obligations are non-cancelable and all amounts paid are nonrefundable. If you provide MAXGROUP with valid credit card information to use the Service, you agree that under no circumstances will you attempt to charge-back or reverse the charges if MAXGROUP proves to you by its syndication report that your press release was published. Likewise, if you provide MAXGROUP with payment by check or other means, you agree not to put a hold or any such stop-payment on funds if MAXGROUP proves to you by its syndication report that your press release was published. Unless otherwise agreed to by MAXGROUP, amounts will be billed in U.S. dollars. MAXGROUP reserves the right to modify its fees and charges and to introduce new charges at any time.

**29.2** All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on MAXGROUP'S income. If you believe your billing and/or charge is incorrect, you must contact us in writing within 60 days at the following email address: [Compliance@MaxGroupBusiness.com](mailto:Compliance@MaxGroupBusiness.com) or physical address of: MaxGroup Business Solutions, LLC, 15331 W. Bell Road, Suite 212, Surprise, AZ 85374.

**29.3** You agree to provide MAXGROUP with complete and accurate billing and contact information. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, MAXGROUP reserves the right to terminate your access to the Service in addition to any other legal remedies.

### **ARTICLE 30: NON-COMPETE**

The Client confirms that it shall not employ or contract any of MAXGROUP's or its appointed contractors or employees, directly or indirectly during the term of this Agreement and for a period of five (5) years thereafter. The Client shall not contact any employee of MAXGROUP or its contractor for any reason whatsoever beyond the requirement of this project. The Client shall also not employ or contract any of MAXGROUP's ex-employees or ex-contractors, directly or indirectly, for a minimum period of five (5) years after their separation from MAXGROUP without the consent of MAXGROUP. For the purposes of this section, "indirectly" shall mean through another company acting as an agent. MAXGROUP may at its sole discretion assign and/or sub-contract its rights and duties hereunder. Nothing contained in this Agreement shall restrict MAXGROUP or its contractor from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of MAXGROUP's or its contractor's personnel relating to the Services which, individually or jointly, is developed or disclosed under this Agreement; provided, however, that in doing so there is no (a) infringement of the intellectual property rights of any party or third parties who have licensed or provided materials to the other party, or (b) breach its confidentiality obligations under this Agreement. MAXGROUP may use the Client's name and logo as a reference for marketing purposes only without additional consent. Legal claims made or suits brought in respect of services provided by MAXGROUP or its contractor or its employees under this Agreement are to be subject to the jurisdiction of the state of Arizona, County of Maricopa, where MAXGROUP's operations home office is located.

### **ARTICLE 31: CONFIDENTIALITY**

All information (commercial, technical, strategic and including the terms of this agreement) exchanged by one party to another shall be kept confidential by the other party and be disclosed to its employees or contractors who need to know only for the execution of this Agreement; but the foregoing shall not apply to any Content or other materials, data or other information which are (a) public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party; (b) already in lawful possession of the recipient at the time of disclosure; (c) received by recipient from any third party without any obligation of confidentiality; (d) independently developed by the recipient without regard to confidential information; or (e) if any court order compels either party to disclose.

### **ARTICLE 32: GENERAL**

**32.1** MAXGROUP facilities are governed by Federal and State regulations.

**32.2** MaxGroup Business Solutions and MaxGroup Media are trademarks or registered trademarks of MaxGroup Business Solutions, LLC, and no right or license is granted to use them. Certain content available through and used to operate the Service is protected by copyright, trademark, patent, or other proprietary rights of MAXGROUP and its affiliates, licensors, and/or service providers. You shall not (i) use any of the trademarks, service marks, logos or other content accessible through the Service other than as set forth herein or as approved by MAXGROUP; or (ii) modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available by MAXGROUP in connection with the Service. All rights not expressly granted to you herein are reserved by MaxGroup Business Solutions, LLC.

**32.3** You shall not hold yourself out as in any way as sponsored by, affiliated with, or endorsed by MAXGROUP or its subsidiaries or affiliates. You agree not to (i) defame or disparage MAXGROUP, its trademarks or service marks, or the Service; or (ii) adapt, translate, modify, decompile, disassemble, or reverse engineer the Service or any software or programs used in connection with the Service.

**32.4** Subject to the articles of ARTICLE 5, you consent to receive communications from MAXGROUP concerning the Service electronically by email to the email address you provided in connection with your account. You also consent to receive communications by telephone or by postal mail sent to the postal address you provided in connection with your account. You may change the email or postal address to which MAXGROUP sends communications by notifying MAXGROUP in writing (which may be by email).

**32.5** By registering for the Service, becoming a Client and/or submitting Submitted Materials, you agree to be bound by these terms and conditions. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions. Should you violate these terms and conditions or any other rights of MAXGROUP, MAXGROUP reserves the right to pursue any and all legal and equitable remedies against you, including, without limitation, terminating any and all user accounts.

**32.6** You are responsible for all activity occurring under your account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service. Your obligations shall be binding on your heirs, successors and assigns.

**32.7** MAXGROUP reserves the right to modify these terms and conditions or its policies relating to the Service at any time, effective upon posting of an updated version on the Service. You are responsible for regularly reviewing these terms and conditions. Continued use of the Service after any such changes shall constitute your consent to such changes.

**32.8** You acknowledge and agree that you and MAXGROUP are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party has authority to enter into agreements of any kind on behalf of the other. Neither party shall be considered the agent of the other.

**32.9** This Agreement shall be governed by and construed under the laws of Arizona exclusive of its conflict of laws' provisions. Any suit hereunder will be brought in the federal or state courts located in the State of Arizona, County of Maricopa, and you submit to the personal jurisdiction thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**32.10** MAXGROUP may issue press releases and other marketing and promotional material describing the relationship created by this Agreement. MAXGROUP alone shall have final authority to authorize such release. MAXGROUP may use specific information previously reviewed for public release by Client, without further approval.

**32.11** Notices. All notices and other communications to each party must be in writing and sent to the party at the address specified in this Agreement or to such alternative address as either party may furnish in writing to the other from time to time. If to MAXGROUP BUSINESS SOLUTIONS, LLC, the address is 15331 W. Bell Road, Suite 212, Surprise, AZ 85374, Attention: Legal Department. Unless otherwise agreed, notice shall be deemed given (i) upon receipt

when delivered personally, (ii) upon written verification of receipt from overnight courier, (iii) upon verification of receipt of registered or certified mail, or (iv) upon verification of receipt via facsimile.

**32.12 Force Majeure.** Neither party shall be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including but not limited to acts of God, war or warlike conditions, terrorism, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, sabotage, Internet failure, transportation facilities shortages, fuel or materials or for failures of equipment, telecommunications facilities or third party software programs.

**32.13 Severability.** If any term or condition hereof is found by a court or administrative agency to be invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

**32.14 Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. A party's remedies set forth herein are not exclusive and are in addition to any and all other remedies available at law or in equity, none of which shall be deemed as waived by virtue of a party's exercise of any other remedy.

**32.15 Entire Agreement.** This Agreement and related exhibits and attachments represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. There are no representations, warranties, promises, covenants or undertakings, except as described herein.

**32.16 Service Enhancements.** MAXGROUP reserves the right to add or delete programs or services as part of our continued enhancement of the Services. MAXGROUP will give Client notice of any such changes and any fee increases or decreases related thereto.

**32.17 Amendment.** Except where otherwise provided herein, this Agreement may not be amended or otherwise modified except by an Addendum signed by the parties hereto. MAXGROUP may add additional services governed by Addendum. i) Assignment. Client may not sell, mortgage, assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any other person or entity, without the prior express written consent of MAXGROUP.

**32.18 Aggregate Reports.** Notwithstanding anything to the contrary contained in this Agreement, MAXGROUP may track, analyze, and/or create reports related to aggregate activity in connection with Client's use of the Services and share such information with its affiliated companies. MAXGROUP and such companies may utilize such information to create, market, and sell products and services. Client has the right to grant MAXGROUP and such companies the foregoing rights.

**32.19 Independent Contractors.** The relationship of the parties will be that of independent contractors. Neither of the parties will have, and will not represent that it has, any power to bind the other or to create any obligation on behalf of the other. Nothing stated in this Agreement shall be construed as constituting or as creating the relationships of employer/employee, fiduciary, principal/agent, partnership, joint venture or representative of the other.

**32.20 Third Party Beneficiaries.** This Agreement is not intended to benefit any third party and the parties do not intend to create any third party beneficiary rights under this Agreement.

**32.21 Precedent.** The preprinted terms and conditions of any purchase order or other document issued by Client in connection with this Agreement shall not be binding on MAXGROUP and shall not be deemed to modify this Agreement.

**32.22 Ownership of Data:** Databases collected via text, web, or paper are the sole and exclusive property of MAXGROUP. This data can be downloaded and used by MAXGROUP only, and cannot be sold, transferred, used, or disseminated by any other party without the express written permission from MAXGROUP.

### **ARTICLE 33: DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY**

A) MAXGROUP EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE MAXGROUP SERVICE WILL BE ERROR-FREE, TIMELY, SECURE OR UNINTERRUPTED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY MAXGROUP, ITS EMPLOYEES, OR AGENTS WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. B) UNDER NO CIRCUMSTANCES WILL MAXGROUP OR ITS REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE MAXGROUP SERVICE, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY INFORMATION OBTAINED ON THE MAXGROUP SERVICE; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO MAXGROUP RECORDS, PROGRAMS OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT MAXGROUP IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM MAXGROUP AND ITS AFFILIATES. C) UNDER NO CIRCUMSTANCES, UNDER THE TERMS OF THIS AGREEMENT, SHALL DAMAGES INCLUDE LOSS OF BUSINESS, OR LOSS OF PROFITS, WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, PRODUCT LIABILITY, OR OTHERWISE, TO ANY PARTY IN PRIVY TO THIS AGREEMENT, OR ANY THIRD PARTY NOT SO SITUATED. D) THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

(FORM: 1005 – MAXGROUP BUSINESS SOLUTIONS CLIENT MASTER SERVICE AGREEMENT FOR ALL SERVICES – REVISED 01.01.18)