

MAX.COM WEBSITE USER AGREEMENT

1. Acceptance

Max International, LLC (“Max” or “we”, “us”, “our”) has provided you with access to the Max.com website, located at <http://www.Max.com> (the “Site”). You must agree to abide by the terms of this Max.com Website User Agreement (“Agreement”) prior to making use of the Site.

You become a “User” of the Site and you agree to be bound by the terms of this Agreement and all of its provisions by logging on, accessing, using and/or linking to the Site. Please note that, as used herein, a “User” includes any person logging on to, accessing, using, and/or linking to the Site whether done personally or through the use of an automated system or program. Max may from time to time post additional rules, terms of service, privacy or acceptable use policies, guidelines, or other contractual provisions that amend or supplement this Agreement, in accordance with Section 25, below. By becoming a User, you agree to abide by the terms of all such amendments and supplements. If there is a conflict regarding the use of the Site and the Content (as defined below) between any other rule, term, policy, guideline or other agreement between you and Max, and the terms of this Agreement, the provisions of this Agreement shall control.

This Agreement was last revised on March 30, 2010. Max reserves the right to alter or change the terms of this Agreement at any time in accordance with Section 25 below, and may do so without providing you prior notice, so please review this Agreement periodically for updates or changes.

2. Responsibility for Viruses, Data Integrity, Etc.

Max cannot guarantee and makes no representation that files available for downloading from the Site are free of infection or viruses, worms, Trojans, or other malicious software or code. Such malicious software or code may damage, adversely interfere with, intercept or expropriate any system, personal information, or other data submitted to or used in connection with the Site. Max also cannot guaranty and makes no representation as to the accuracy of any data entered into or generated from the Site. Max disclaims all responsibility for any loss of data entered into or generated by the Site or its related systems, whether due to electronic or mechanical failure or otherwise, and whether or not such failure occurs on systems maintained by Max or in connection with the Site.

You are solely responsible for implementing any security measures or procedures to defend yourself and your systems from any malicious software or code, to ensure the

accuracy of data input and output from the Site, and for maintaining a means external to the Site for the reconstruction of any lost data.

3. NO REPRESENTATIONS OR WARRANTIES

MAX DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR ENDORSEMENTS WHATSOEVER, AND EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SITE, THE CONTENT (AS DEFINED BELOW) OF THE SITE, OR THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE SITE, EXCEPT AS EXPRESSLY INDICATED ON THE SITE OR WITH RESPECT TO A PARTICULAR PRODUCT OR SERVICE. MAX SHALL BEAR NO LIABILITY FOR ANY LOSS, COST, EXPENSE OR DAMAGES SUFFERED, WHETHER DIRECT OR INDIRECT, ARISING FROM TRANSACTIONS ENTERED INTO THROUGH THE SITE.

YOU UNDERSTAND AND AGREE THAT THE SITE OR ITS PRODUCTS OR SERVICES MAY NOT MEET USER REQUIREMENTS, AND THAT THE SITE OR SUCH PRODUCTS OR SERVICES MAY FROM TIME TO TIME BE INTERRUPTED OR SUBJECT TO ERRORS AND THAT PROBLEMS OR DEFECTS IN THE SITE OR THE CONTENT (AS DEFINED BELOW) MAY NOT BE CORRECTED ON A TIMELY BASIS. THE SITE, THE CONTENT AND ANY PRODUCTS OR SERVICES AVAILABLE THROUGH THE SITE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, SAVE WHERE EXPRESSLY INDICATED TO THE CONTRARY ON THE SITE.

4. Outages and Unavailability

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

5. ASSUMPTION OF RISK BY USER

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

6. Intellectual Property

The Site's content, including without limitation any text, graphics, animations, logos, audio, video, photographs, software, source code, data and other information (the "Content") is the sole property of Max and/or its affiliates, licensors or partners, and may be protected by federal and international copyright and trademark laws, or other proprietary rights, whether now existing or developed after the date of this Agreement. Other than the use of the Content as permitted by this Agreement or as otherwise permitted by Max in writing, Max has the exclusive right to own, control and use the Content, regardless of the form of such Content takes or the technology or medium used to generate or store the Content. You hereby expressly acknowledge that you have no claim in or right to any of the Content, other than through your use of the Site on the terms set forth in this Agreement. Max agrees that you may download or print material from the Site provided that such materials are used solely for your personal non-commercial use or as otherwise expressly permitted by Max. You shall not republish, modify, distribute or save electronic copies of the Content, in any form, without the express written consent of Max. You may not, unless permitted by an express written Agreement with Max, reproduce, reverse engineer, decompile, disassemble, modify, transmit, sell, distribute, license or create derivative works with respect or related to the Site. You understand that some of the Content may be licensed by Max and all such licensed Content and all rights related to any licensed Content belong to licensor from whom Max obtained such license. You shall not remove, alter or modify any copyright, trademark or other intellectual property notice or any legend appearing on the Site or included with any of the Content. All rights and interests not expressly granted to you by the terms hereof are reserved by Max and any third-party licensors of the Content.

Nothing contained herein shall be construed as conferring to you by implication, estoppel or otherwise, any license or right under any patent, copyright or trademark of Max or any third party.

7. Limitation of Liability

MAX (AND ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES ASSOCIATED WITH OF INVOLVED IN THE CREATION, OPERATION OR MAINTENANCE OF THE SITE (THE "SERVICE PROVIDERS") SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY CLAIM FOR LOST PROFITS, IMPAIRED GOODWILL, LOSS OF THE USE OF THE SITE, LOSS OF ANY DATA OR ANY OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (I) THE USE, LOSS OF USE, OR ANY IMPAIRMENT OF THE SITE; (II) ANY COSTS ARISING FROM OR RELATED TO THE USE OF THE SITE (INCLUDING ANY TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE); (III) ANY UNAUTHORIZED ACCESSING OR ALTERATION OF YOUR COMMUNICATIONS OR OTHER TRANSMISSIONS OR DATA THROUGH OR IN CONNECTION WITH THE SITE; (IV) THE CONDUCT OF (INCLUDING STATEMENTS MADE BY) ANY THIRD PARTY THROUGH OR IN CONNECTION WITH THE SITE; OR (V) ANY OTHER MATTER ARISING IN CONNECTION WITH OR RELATING TO THE SITE. IN ADDITION, YOU ACKNOWLEDGE THAT THE LIMITATION ON LIABILITY REFERENCED ABOVE EXTENDS TO ALL CONTENT, PRODUCTS, AND SERVICES ACQUIRED OR MADE AVAILABLE THROUGH THE SITE. IF, FOR ANY REASON, THE FOREGOING LIMITATION ON LIABILITY IS INEFFECTIVE UNDER APPLICABLE LAW, YOU AND MAX AGREE THAT THE LIABILITY OF MAX AND THE SERVICE PROVIDERS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE LIMITATION ON LIABILITY ABOVE INURES TO THE BENEFIT OF MAX, THE SERVICE PROVIDERS AND EACH OF OUR RESPECTIVE AFFILIATES, OWNERS, OFFICERS, EMPLOYEES AND AGENTS.

8. Registration Information

In consideration of your use of the Site, you agree: (i) all information provided by you regarding yourself and your business organization required to register with the Site (the "Registration Information") will be true, correct, and complete; and (ii) promptly upon any change in the Registration Information, you will update your registration with the Site so that it continues to be true, correct and complete. If any of your Registration Information is untrue, inaccurate, or incomplete, or if at any time Max suspects that your Registration Information is untrue, inaccurate, or incomplete, Max may take action pursuant to Section 28, in its sole and absolute discretion, to suspend or terminate your account and deny you the use of the Site or access to the Site.

9. Password and Log-in Information Security

You agree that you are responsible for maintaining the confidentiality of your password and log-in information related to the Site, and agree that you alone are fully responsible for any action or activity taken on the Site using that account number or log-in information. You understand that your password and/or log-in information may be used to attribute an electronic communication or other transmission to you (including, without limitation an electronic signature purporting to bind you to a contract) and, therefore, you agree that you shall not disclose your password or log-in information to third parties.

If you learn of any unauthorized use of your password or other log-in information or other breach of security regarding the Site, you agree to immediately notify us of such event. Notwithstanding any such notification, it is understood that Max bears no liability and shall not be responsible, under any circumstances, for any fraudulent purchases on the Site that are made by anyone using your password or log-in information.

10. Interference with the Site

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

11. Indemnification

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

12. Mispricing and Incorrect Product Information

In the event a product or service is listed for sale on the Site, but any pricing or other product information is listed incorrectly (due to typographical error or otherwise), Max

shall have the right, without notice, to refuse, reject or cancel orders placed for the product or service subject to such errors, whether or not such order has been confirmed or the appropriate credit card has been charged. In a case where a credit card has been charged for such an order, and then later canceled, Max shall issue a credit in the amount of the charge to the appropriate credit card account at the time of cancellation.

13. Links to Third Party Websites; No Endorsement of Third Party Content

Links to third party websites which may be included on the Site are provided as merely a convenience to you and to other users. Should you access any third party website through a hyperlink on the Site, you agree that you alone bear the risk of doing so. That a link to a third-party website exists on the Site does not indicate that Max has reviewed the website to which the link leads. Max has no responsibility for any content of any such third party site and shall not be liable for any damages, losses, injuries or other claims arising from any such content. Max does not make any representations or warranties about these sites of any kind and does not endorse any of the messages or information contained in site sites. For the avoidance of doubt, and without limiting the preceding sentence, Max disclaims any representation, warranty or endorsement of any information or products or materials found on any third-party website, or any results that may be obtained from using such products, notwithstanding any links on the Site to such third party websites.

14. Requirements for Links to the Site

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

The consent to links placed in accordance with the preceding paragraph shall not, in any way, be deemed or held to be a waiver or release by Max of, or suggest a limitation on, its ownership or other rights in any copyrights, trademarks, patents (whether or not registered) or other intellectual property associated with the Site. Max reserves the right to revoke its consent to any link at any time in its sole discretion (including without

limitation, where the website on which such link appears or its related content is, in the sole and absolute discretion of Max, objectionable).

15. Choice of Law

Excepting matters herein that are the subject of U.S. federal or foreign copyright, trademark or patent law, the interpretation and enforcement of this Agreement shall be governed by the internal laws of the state of Utah, without regard to the choice of law principles of any State or nation. Matters subject to U.S. federal or foreign copyright, trademark or patent law shall be governed in accordance with such applicable laws.

16. Forum for Disputes

Except in the case of enforcement of a right in intellectual property where any such dispute must, under applicable law, be brought elsewhere, you hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the state of Utah and courts of the United States of America sitting in Salt Lake City, Utah, as the forum for any dispute or litigation arising out of or relating to the use of the Site, transactions on the Site, or any term of this Agreement. You further agree that you will not commence against Max any litigation related to the foregoing in any forum other than the courts of the State of Utah or U.S. courts located in Salt Lake City. You irrevocably and unconditionally waive any objection you may have to the laying of venue of any such litigation in such courts and agree not to plead or make any claim in any such court that such litigation brought therein has been brought in an inappropriate or inconvenient forum, under the doctrine of forum non-conveniens or otherwise.

17. International Disclaimer

Max cannot ensure and does not claim that the Content of the Site is suitable for viewing or downloading in any country outside of the United States. You understand and agree that accessing the Content may be contrary to law in certain countries or for certain individuals and that Max shall bear no responsibility or liability for any such unlawful access. You, and each person linking to the Site through you, agree that when accessing the Content while outside the U.S., you do so solely at your own risk. You agree that you will take all necessary measures to ensure that your access to the Site and the Content (including the access by any third party directed to the Site by you, whether directly or indirectly) complies with local laws applicable to such access.

18. Questions and Feedback Not Confidential

If you or anyone directed to the Site by you, whether directly or indirectly, should volunteer any feedback to Max or its employees, webmasters or other agents, including without limitation feedback in the form of questions, requests, opinions, comments, suggestions, or the like regarding the Site or the Content or in any way arising out of the Site or the Content, you agree that such feedback shall be held as non-confidential and Max shall be free to copy, reproduce, use, disclose and distribute it without limitation. It is further agreed that Max shall have no obligations with respect to any such information. Max shall have the right to use any ideas, concepts, know-how or techniques included in such feedback for any lawful purpose whatsoever, including without limitation incorporating ideas contained therein into the Site or developing, manufacturing and marketing products incorporating such information.

19. Privacy

By becoming a User, you agree to abide by the terms of Max's written privacy policy, as in effect from time to time. You agree that you have read the privacy policy in full and will continue to review regularly it for changes that may appear in it from time to time in the future. This privacy policy is a part of this Agreement and is incorporated into this Agreement as if set forth here in full. Max reserves the right to alter or amend the privacy policy in accordance with Section 25.

20. Appropriate Submissions to the Site

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

21. Shut Down and Changes to the Site and the Content

Max reserves the right to modify or shut down the Site, or any part of feature of the Site, and to delete, modify or supplement the Content of the Site at any time for any reason, without notification to you or any other person or organization.

22. Severability

If any provision or provisions of this Agreement shall be found to be contrary to applicable law or otherwise invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect to the extent permitted by applicable law.

23. Headings

The section headings used in this Agreement are solely for the convenience of its readers and shall not affect the interpretation of this Agreement in any way.

24. No Waiver

Any delay or failure by Max to fully enforce or to require full compliance with the terms of this Agreement, at any time or from time to time, shall not be deemed a waiver of its right to demand full compliance at a later date. Any permanent or binding waiver of such a right by Max must be received by you in writing to be effective and shall only apply to the specific incident or violation for which the waiver was granted and not to any subsequent incidents or violations of similar character or otherwise.

25. Entire Agreement; Amendments

This Agreement and the documents, policies and procedures expressly referenced herein constitute the entire agreement between Max and you relating to the subject matter hereof. Max reserves the right, in its sole and absolute discretion, to unilaterally amend or modify this Agreement or any such other documents, policies and procedures at any time. Amendments shall be effective 30 days after publication of notice that the Agreement or such other document has been modified. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Site or the Company's official web site; (2) electronic mail (e-mail); (3) inclusion in Company periodicals; (4) inclusion in product orders or bonus checks; or (5) special mailings. The continuation of your use of the Site, your continuation as a Max Associate, or your acceptance of bonuses or commissions constitutes acceptance of any and all such amendments.

26. Assignment

You may not assign your rights or delegate any of your responsibilities hereunder without the express written consent of Max and all such assignments made without

such written consent shall be null and void. Max may, at any time, assign its rights or obligations with respect to the development, operation, provision and maintenance of the Site and with respect to its obligations hereunder at any time, without notice.

27. No Third Party Beneficiaries

No person, other than the parties hereto, is intended to be a beneficiary of the terms hereof. No person other than the parties to this Agreement shall have any right or standing to enforce this Agreement or any term or provision contained in it.

28. Termination

Max shall have the right to immediately issue a warning, suspend or terminate your access to the Site and terminate this Agreement with respect to you, for breach of this Agreement or any other agreement or policy referenced herein or incorporated into Statement of Policies and Procedures. Max's rights under the preceding sentence shall be exercisable in its sole and absolute discretion, including without limitation based on your being in violation of the terms of this Agreement, or any Max policy applicable to you (including, without limitation, (i) the Associate Application and Agreement between you and Max, (ii) the Statement of Policies and Procedures to which you are bound as an Associate of Max, (iii) the Max privacy policy referred to in Section 19 above). You may terminate your account at any time in your sole discretion by contacting Max at its customer service department, followed by a written notice of termination sent by you to Max as a confirmation. Notwithstanding any such termination by Max or by you, the provisions of Sections 7 and 11 shall survive any such termination until the expiration of all relevant statutes of limitations.

29. Policy Regarding Copyright Infringement and Designation of a Copyright Agent

Max's policy regarding copyright infringement and its designated agent for receipt of claims of copyright infringement as required by the Digital Millennium Copyright Act (17 USC § 512) is set forth below:

MAX INTERNATIONAL COPYRIGHT NOTICE

Max and its subsidiaries and affiliates (collectively, the "Max Companies") observe and respect the intellectual property rights of others and require that all who visit our Site to do the same. The Max Companies reserve the right, in their sole discretion, to remove or prevent visitors to the Site from accessing material on the Site that infringes the copyright rights of others. The Max Companies also reserve the right, at their

discretion, to remove or prevent visitors to their Site from using hyperlinks or other cross-references to any online location where infringing material is found or infringing activity occurs.

If your work has been used on our Site in a manner that infringes on your copyright, please notify the Max Companies' copyright agent, identified below, by written notice. Please make sure your notice includes the following:

- A signature (either physical or electronic) of an authorized individual with power to act on behalf of the owner of the copyright allegedly infringed;
- A description work that is the subject of the alleged infringement, including a copy of the relevant work or the Internet address where the copyrighted work may be found;
- A description of the alleged infringing activity on our Site and a direction to the location of that infringing act or material on our Site, or the link or reference to another web site that contains the material you claim has been infringed;
- Your name, address, telephone number and email address;
- A statement by the authorized person that he or she has a good faith belief that the disputed use of the work at issue is not authorized by the copyright holder, an agent of the copyright holder or by applicable law; and
- A statement by the authorized person, certified true and correct under penalty of perjury, that the information in the notification is accurate and that he or she either is the copyright owner of the work allegedly infringed or authorized to act on behalf of the copyright owner.

Max's copyright agent for notice of claims of copyright infringement on this Site is Kurt C. Yost, Esquire, who can be reached as follows:

By mail:

Max International, LLC
7090 South Union Park Ave.
Suite 500
Midvale, UT 84047

By email:

kyost@max.com

By telephone:
(801) 727-3337