

TERMS OF USE

These Terms of Use constitute a legally binding agreement between you and Winshport Ltd T/A Max Web Media ("Max Web Media"). Any person wishing to access the Max Web Media site whether to browse, purchase items, or use any of the Services made available by us or our affiliates (the "Services") must accept these terms of use as well as the Privacy Policy and any other policies, guidelines and instructions posted on the Site from time to time (collectively, this "Agreement").

By clicking 'I AGREE', or using the Max Web Media website, or indicating acceptance electronically to Max Web Media online Services, or purchasing a Max Web Media website, you consent to this Agreement. If you do not agree to be bound by these terms then do not click 'I AGREE', or use the Max Web Media website, or indicate acceptance electronically to Max Web Media online Services, or purchase a Max Web Media website.

1. THE AGREEMENT

This Agreement describes the terms and conditions governing your use of the Max Web Media online Services provided to you on the Max Web Media website. The Services includes all offers, templates, designs, websites, graphics, information, content, updates, new releases and:

- a) The Max Web Media Privacy Policy available on this website or provided to you in writing for the Services you selected.
- b) Additional terms and conditions for the Services that you have selected, including from third parties.
- c) Any terms and conditions provided separately to you for the Services, including for example, website hosting, web or email product or program terms, ordering, activation, pricing and payment terms for the Services.
- d) Terms and conditions of Max Web Media approved affiliates in the form of Max Web Media companies, subsidiaries and/or partners that directly or indirectly offer Max Web Media Services.

2. RESTRICTED LICENSE TO USE THE SERVICES

The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted a license to use the Services, and Max Web Media reserves all rights of ownership in the Services not granted to you in writing here. As long as you meet any applicable payment obligations and comply with this Agreement, Max Web Media grants to you a personal, limited, nonexclusive, non-transferable license to use the Services which are valid only for the period of use provided in the ordering and activation terms, and only for the purposes described by Max Web Media on the website for the Services. You agree not to use the Services or content on this website in a manner that violates any applicable law, regulation or these terms and conditions. It is a strong condition of use that you agree you will not:

- a) Provide access to, disclose, resell, sublicense or otherwise transfer any part of the Services to any third party;

- b) Reproduce, reverse engineer, duplicate, copy, deconstruct, sell, trade or resell the Services;
- c) Attempt to access any other Max Web Media systems that are not part of these Services or
- d) Copy, reproduce or extract any Max Web Media website designs, templates, codes, animations, images or content.

If you violate any of these conditions, your account and access to Services may be terminated by Max Web Media in its sole discretion and you may be subject to further legal action.

3. PAYMENT FOR MAX WEB MEDIA SERVICES

The following terms apply to Services offered on a payment or subscription basis unless Max Web Media notifies you otherwise in writing. Payment you make is for purchase of the themed website of your choice, ownership and control of which are transferred to you only upon payment in full. Website hosting, support, online forums and other aspects of the Services that you may elect to receive are provided to you free of charge and may be terminated by Max Web Media at any time. Payments will be billed to you in Pounds Sterling (GBP), and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services. You must pay with a valid credit card acceptable to Max Web Media or with sufficient funds in a checking or savings account to cover an electronic debit of the payment due. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services. Additional cancellation or renewal terms may be provided to you on the website for the Services.

4. CONTENT

It is a strong condition of use of the Max Web Media Services that you agree you are legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (collectively referred to as 'Content') uploaded, posted or stored through your use of the Services. You grant Max Web Media a worldwide, royalty-free, non-exclusive license to host and use the content in order to provide you with the Services. You agree not to use the Services for any illegal purpose or in violation of any applicable local, state, federal or international law. You are encouraged to archive your content regularly and frequently. You are responsible for any content that may be lost or unrecoverable through your use of the Services. You must provide all required and appropriate warnings, information and disclosure. You agree that you will not use the Services to share, store, or in any way distribute any content or information that is not in accordance with the law. Any users suspected of using, storing or having content or information which violates any applicable laws, or engaging in any other activity proscribed by law, may have their accounts terminated, their financial data erased, and they also may be reported to law enforcement officials in the appropriate jurisdictions. Max Web Media is not responsible for the Content or data you submit on the website.

You also agree not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- a) Illegal, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or otherwise objectionable

information or communications of any kind, including without limitation conduct that may result in criminal or civil liability under any applicable law;

b) Content or data that impersonates someone else or falsely represents your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);

c) Except as otherwise permitted by Max Web Media in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

d) Virus, Trojan horse, worm or other disruptive or harmful software or data; and

e) Any information, software or Content which is not legally yours and that may be protected by trademark, copyright or other proprietary right, or derivative works, without permission from the owner of such intellectual property.

You agree that Max Web Media may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Max Web Media a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Max Web Media in any way.

Max Web Media may, but has no obligation to, monitor Content in connection with the Services. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect Max Web Media or its customers, or operate the Services properly. Max Web Media, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of these terms and conditions.

5. ADDITIONAL TERMS AND CONDITIONS

Max Web Media may offer you other services including features, hosting, support, products, applications, online communities, or promotions provided by Max Web Media. You acknowledge that these services are provided to you at no cost and are not a condition of your purchase of your website. Any or all of these services may be terminated by Max Web Media at any time. If you decide to use any of these Max Web Media Services, additional terms and conditions may apply and you agree to comply with Max Web Media's reasonable instructions and requests in connection with your use of any such Services. You acknowledge that in accessing some Max Web Media Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. You grant Max Web Media permission to use information about your business and experience to help us to provide the Services to you, including updating and maintaining your data, addressing errors or service interruptions, and enhancing the types of data and services Max Web Media may provide to you in the future. You grant Max Web Media permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. We may use this data to improve services and to compare business practices with industry standards. We may use your data to create, market or promote new Max Web Media offerings to you and others. You also grant Max Web Media permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

Subject to the Max Web Media Privacy Policy, you may be offered products or services by third parties who are not affiliated with Max Web Media ('Third Party Products') or the services may contain links to third party websites ('Third Party Sites') and you agree that Max Web Media can use your contact information, including name and address, for the purpose of offering these products to you. If you decide to use any Third Party Products or access any Third Party Sites, you are responsible for reviewing the third party's separate product terms, website terms and privacy policies. You agree that the third parties, and not Max Web Media, are responsible for their product's performance and the content on their websites. Max Web Media is not affiliated with these Third Party Products or Third Party Sites and has no liability for them.

You are responsible for securely managing your password(s) for access to the Services. If you become aware of any unauthorised access to your Services account, theft or loss of your password, you agree to contact Max Web Media as soon as possible. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Services. You agree to receive these updates automatically as part of the Services.

During the time that Max Web Media is providing hosting services for your website we reserve the right to display as a footer on your site a single link pointing to any Max Media website.

Max Web Media's free support for your website does not include phone support. You agree that you will check Max Web Media FAQ systems before contacting Max Web Media customer support online.

Max Web Media may refuse to provide support:

- a) Where the Max Web Media software associated with your website has been modified or used in conjunction with any other software without Max Web Media's prior authorization;
- b) In connection with any incorrect, improper or unauthorised use of the Max Web Media software;
- c) In connection with problems due to causes external to the Max Web Media software associated with your website; or
- d) In the event that amounts due to Max Web Media remain unpaid.

6. DISCLAIMER OF WARRANTIES

Your use of the Max Web Media Services, software, and content is entirely at your own risk. Except as described in this agreement, the Services are provided "as is, where is". To the maximum extent permitted by applicable law, Max Web Media, its affiliates, and its third party service or data providers, licensors, distributors or suppliers (collectively, 'suppliers') disclaim all warranties, express or implied, including any warranty that the Services are merchantable, fit for a particular purpose, or otherwise as to title, data loss, non-interference with or non-infringement of any intellectual property rights, or the accuracy, reliability, quality or content in or linked to the Services. Max Web Media and its affiliates and suppliers do not warrant that the Services are secure, free from bugs, viruses, interruption, errors, theft or destruction.

Subject only to the limitations of applicable law, Max Web Media and its affiliates and suppliers are not liable for any of the following:

a) indirect, special, incidental, punitive or consequential damages; or

b) damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or hardware that does not meet Max Web Media systems requirements.

The above limitations apply even if Max Web Media and its affiliates and suppliers have been advised of the possibility of such damages. This agreement sets forth the entire liability of Max Web Media and its affiliates and contains your exclusive remedies with respect to the Services and their use.

7. CHANGES TO THESE TERMS OF USE OR MAX WEB MEDIA SERVICES

Max Web Media may change these terms and conditions from time to time and the changes will be effective when posted on our website or when we notify you by other means. Please review these terms periodically on this website for changes. We have the right to change any of these terms and conditions as we deem necessary. We may also change the Services, in whole or in part, including but not limited to, the Internet based services, pricing, technical support options, and other product-related policies. Your continued use of the Services after Max Web Media posts changes to our terms and conditions on our website, or otherwise notifies you of any changes, indicates your agreement to the changes.

8. TERMINATION

Max Web Media may immediately and without notice terminate or suspend the Services provided to you if you fail to comply with these terms or if you no longer agree to receive electronic communications from Max Web Media. Upon termination you must immediately stop using the Services and any outstanding payments will become due. Any termination of Services shall not affect Max Web Media's rights to any payments due by you. Other requirements regarding termination or cancellation of the Services may apply based on the specific ordering terms for the Services provided to you.

9. TRANSFER OF LICENSE

Any license granted to you by Max Web Media applies only to the individual, company or business that appears within the purchase information supplied to Max Web Media at the time of sale. If you wish to request a transfer of your license or if your business is acquired by or merged into another business, contact Max Web Media via our website. Ownership of the Internet domain license associated with your website will not be transferred to you until you have paid in full for your website.

10. GENERAL

This Agreement is governed by and will be construed in accordance with the laws of England and Wales. Its enforcement is subject to the exclusive jurisdiction of courts located in England and you consent to the exclusive jurisdiction of such courts. If any court of law having jurisdiction rules that any part of these terms of use or the license of use supplied to you are invalid, that section

will be removed without affecting the remainder of these terms and conditions. The remaining terms will be valid and enforceable. Max Web Media may assign or transfer your license without your consent to:

- a) An affiliate;
- b) Another company through a sale of assets by Max Web Media; or
- c) A successor by merger.

11. HOSTING

Max Web Media will provide free hosting for the period specified in the sign-up page starting from the date of purchase. At the end of the free hosting period, continued hosting by Max Web Media will be offered to you at the monthly rate applicable at that time. If you wish to move your website to another hosting service you may do so at any time after you have paid in full for your site and upon one month's prior notice to Max Web Media. Moving your website to another hosting service will be your responsibility and at your cost. Max Web Media will provide a compressed zip file containing your website and related data and thereafter it will be your responsibility to upload your website to a new hosting service. Upon leaving the Max Web Media hosting service all website support, updates and backup services will terminate.

12. CANCELLATION AND REFUNDS

Max Web Media is NOT a try-before-you-buy service. However, there is a seven day 'cooling off' period from date you pay the initial deposit for your website during which Max Web Media will do no work nor provide any Services in connection with your website and during which you may cancel your website purchase transaction and your deposit will be refunded to you. You may waive the cooling off period by making the appropriate entry on the sign-up page when you purchase your website. Upon payment in full for your website you may cancel any part of the Services at any time provided you follow the cancellation process below. The Services are offered as-is and refunds, if any, are solely at the discretion of Max Web Media. Max Web Media reserves the right to refuse refunds for reasons related to a 'change of mind' or 'assumptions concerning features or functions'. It is the client's responsibility to enquire about any specific needs that may or may not be included in Max Web Media website Services. The Max Web Media website itself provides multiple opportunities to learn or inquire about features and functions and we also offer limited customization services. To cancel your Services, contact Max Web Media via our website. Max Web Media reserves the right to collect fees, surcharges or costs incurred before you cancel your account.

You must provide us with the following information in order for us to process the cancellation:

- a) The exact name of the Services that you would like to cancel;
- b) Your username and password for access to the Max Web Media system;
- c) Your email address;
- d) Your billing information, including the credit card number that was used when purchasing the Services; and
- e) Your reason for cancelling the Services.

Upon termination of your account for any reason, Max Web Media reserves the right to:

- a) Withhold or collect all charges, fees, commitments and obligations incurred or accrued by you;
- b) Delete any of your Content, listings, messages or other information in connection with your account;
- c) Prohibit your access to your account, including without limitation by deactivating your password; and
- d) Refuse your future access to the Services. In no event shall Max Web Media be required to refund, redeem, or pay amounts to you upon termination of service or return any of your content.

13. WEB STANDARDS COMPLIANCE

Max Web Media will use reasonable efforts to conform to generally accepted web standards where possible but is not liable for any compliance or accessibility issues due to the rapidly evolving nature of web standards development. If situations where you request a function that contradicts or compromises current web standards, or in cases where it is necessary to include non-conforming technologies to complete a project to the client's request, Max Web Media will not be liable resulting from any issues regarding compliance with web standards or accessibility laws and guidelines.

14. INTELLECTUAL PROPERTY

Max Web Media websites and included content (and any derivative works or enhancements of the same) including, but not limited to all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the "Website Content") and all intellectual property rights to the same are owned by Max Web Media, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on our Websites are owned by Max Web Media, our licensors, or both. Except as expressly provided in this Agreement and as a result of Services provided to you by Max Web Media, you shall not acquire any right, title or interest in our Websites or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

15. INDEMNIFICATION

You agree to indemnify and hold harmless Max Web Media and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of any of our Websites; (ii) Content provided by you or through use of the Services; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. Max Web Media reserves the right, in its sole discretion and at its expense, to assume the exclusive defence and control of any such claims and you agree to reasonably cooperate as requested by Max Web Media in the defence of any claims.

16. FORCE MAJEURE

Max Web Media and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies will not be liable by reason of the failure in the performance of obligations under this Agreement by reason of strikes, riots, fire, explosions, acts of God, war, governmental action, or any other cause which is beyond our reasonable control.

17. OVERSEAS ACCESS

The Services may be accessed throughout the United Kingdom (UK) and overseas. Max Web Media makes no representations that the Services comply with the laws (including intellectual property laws) of any country outside the UK. If you access the Services from outside the UK, you do so at your own risk and are responsible for complying with applicable laws in the place where you access the site.

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