

Effective Year 2017/2018

You agree that this agreement complies with the terms of any applicable electronic documents legislation, including the requirement that this agreement is in writing, and is capable of being retrieved, reviewed, printed and stored for further use.

Welcome to the WebMax Marketing Inc. family, website and your website built by WebMax Marketing Inc., we are an online service designed and offered by WebMax Marketing Inc. These Terms of Use are intended to explain our obligations as a service provider and your obligations as a user. Please read, this is dry stuff but important stuff.

If you use WebMax Marketing Inc. website(s) and the website(s) and/or service(s) we provide for you, your company/org. etc. you are agreeing to be bound by these Terms of Use without any modification or qualification. If you do not like these terms, rules, policies, conditions, practices of operating our service or conditions your only remedy is to discontinue using the WebMax Marketing Inc. service. If for any reason you are unable to meet all the conditions set forth in these Terms of Use, or if you breach any of the Terms of Use contained herein, your permission to use WebMax Marketing Inc. or access any of WebMax Marketing Inc. services immediately lapses and you must destroy any materials downloaded or printed from WebMax Marketing Inc. and its websites.

WebMax Marketing Inc. offers a number of additional services and when you use an additional service, you will be subject to these terms. Note that if these Terms of Use are inconsistent with the Specific Additional Service Terms, those Specific Additional Service Terms will control.

WebMax Marketing Inc. reserves the right to change and/or modify these Terms of Use at any time without giving prior notice. We will notify you of significant changes by email. Your use of WebMax Marketing Inc. products and/or services is subject to the most current Terms of Use emailed to you at such time.

By using anything from/by/within WebMax Marketing Inc., you are agreeing to be bound by everything herein. If you won't or can't agree to these terms, we can't let you use WebMax Marketing Inc.. The terms may change in the future.

1. Definitions.

The following terms shall have the following meaning throughout the Terms of Use. a. "Agreement" or "this agreement" refers to these Terms of Use. b. "Applicable law" refers to the laws currently in force in the Province of British Columbia, Canada which shall govern this agreement. c. "Site" means this website, all related webpages, and all related websites operated by affiliates or divisions of WebMax Marketing Inc., but does not include any third party websites which are linked to or may link from this website or the website WebMax Marketing Inc. provided to you, built for you/your company/org. etc., whether or not such third party websites are used in connection with the Services. d. "Service" and

"Services" refer to the online services and other small business–related services and Support offered through WebMax Marketing Inc. from time to time. e. "Subscriber" refers to any person who maintains an account with us and utilizes our Services. f. "Support" means technical support and assistance provided to users by WebMax Marketing Inc.. g. "WebMax Marketing Inc.", "we", "us" and "our" shall refer to WebMax Marketing Inc. and all its affiliates and subsidiaries. h. "WebMax Marketing Inc." means the Site and all applications and other applications which provide access to the Services offered by WebMax Marketing Inc. and its affiliates from time to time. i. "WebMax Marketing Inc. Parties" includes WebMax Marketing Inc., its affiliates, subsidiaries, partners, service providers, suppliers and contractors and each of their respective officers, directors, agents, and employees. j. "You" and "user" shall refer to any person who visits the Site, your business website we built for you and/or any services or uses WebMax Marketing Inc. and includes a subscriber/client and its employees and agents.

2. General.

WebMax Marketing Inc. grants you a non-exclusive, non-transferable limited license to use WebMax Marketing Inc. services and related resources in accordance with these Terms of Use. You agree not to infringe our intellectual property and the intellectual property of any third parties with whom we have relationships/partnerships, and you will comply with the terms of any applicable license agreements.

Please use WebMax Marketing Inc., products and/or services but, at the end of the day, you're just using it, WebMax Marketing Inc. owns it.

You agree that any notices, disclosures, agreements and other communications that we may deliver or communicate to you from time to time comply with the terms of any applicable electronic documents legislation, including the requirement that such documents be in writing, are capable of being retrieved, reviewed, printed and stored for further use by you.

Electronic Delivery

By accepting this Agreement, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Account and your use of the Service. Communications include but are not limited to: a. agreements and policies, such as this Agreement and our Privacy Policy, including updates thereto; b. disclosures; c. transaction receipts or confirmations; d. communication in relation to delinquent accounts (which may also be by phone, and may be made by WebMax Marketing Inc. or by anyone on its behalf, including a third party collection agent); e. Account statements and history; and f. Federal, Provincial, state tax statements.

We do talk on the phone, but for this agreement, we are going to communicate electronically with you.

We will provide these communications to you by emailing them to you at the primary email address listed in your Account, by emailing you a link or instructions how to access them on a website, or (if permitted by law) by posting them on the Website. Communications are considered received by you within 24 hours of the time they are emailed to you or posted to our Website. You further agree that your electronic signature has the same effect as your manual, physical signature.

By giving your consent, you are confirming that you are able to receive, open, and print or download a copy of any Communications for your records. It is important for you to retain copies of Communications because they may not be accessible in your Account at a later date.

It is your responsibility to ensure you can communicate by email. (Sounds harsh, lawyers require this stuff).

How to Withdraw Consent

You may withdraw your consent to receive Communications electronically by contacting us info@webmax.ca or as outlined in our Privacy Policy. If you withdraw your consent to receive Communications electronically, WebMax Marketing Inc. may deny you an Account, restrict or close your Account, or charge you additional fees for paper copies.

If you decide that we can no longer communicate by email, let us know and we'll stop and please know we will not be able to work together anymore.

Collaboration

You may provide access to certain apps to authorized users. An authorized user is someone designated by you. Such authorized users may have access to your account information and perform various tasks as instructed by you which include but are not limited to making appointments, billing or any other lawful tasks that you may prescribe. If you administer your WebMax Marketing Inc. account on behalf of a business or corporation, you represent and warrant that you have the right to provide access.

You can invite a collaborator to work with you in your WebMax Marketing Inc. account. If you do, they can see your data and sometimes do things with it. Only grant collaborator access if you have permission to do so.

WebMax Marketing Inc. may, without notice or liability, add, discontinue or revise any aspect, mode or design of the Services which include but not limited to the scope of service, time of service, or to the software/hardware required for access to the Services. WebMax Marketing Inc. may also limit the geographic locations or jurisdictions where certain Services may be available.

Without prejudice to the foregoing, should there be a failure of or error, omission, defect, deficiency, delay causing downtime, or inability of a subscriber to access the Services for any length of time, including as a result of the permanent termination of service, the subscriber acknowledges and agrees that, except as otherwise set out herein, its only remedy for any error, omission, defect, deficiency, delay or other failure of WebMax Marketing Inc. or the Services whatsoever is to discontinue using WebMax Marketing Inc. and the Services.

If the service we provide is less than you expect, please understand your only recourse is to stop using WebMax Marketing Inc.

You assume sole responsibility for and shall ensure that any information, data, documents or materials used, disclosed, entered into or created using WebMax Marketing Inc. or in connection with the Services is accurate, reliable and complete and does not violate any laws. You authorize us and our service providers and their vendors and subcontractors to monitor your website and your use of the Services. You represent and warrant that you have obtained all required consents and comply with all applicable legislation, including without limitation privacy legislation, in connection with any use and disclosure of information relating to the use of WebMax Marketing Inc. and the Services. WebMax Marketing Inc. accepts no responsibility for the accuracy of any information, data, documents or materials entered into or created using WebMax Marketing Inc. or the Services except as otherwise set out herein. The input, posting or uploading of any information and the storage of any information, data, documents or materials on the Service by us does not constitute our endorsement nor warranty as to the compliance of such information or materials with applicable legislation, nor to the accuracy, timeliness, materiality, completeness, or reliability of such information or materials.

This is software that relays information. If you put the wrong information in, WebMax Marketing Inc. cannot be responsible for the wrong information coming out. We will not be checking your work. Even if your information is correct, we aren't going to certify that you've done what the government or anyone else needed you to do.

Other Information You Provide Us

While using the Services, we may also collect information from you about someone else. If you provide us with personal information about someone else, you are obligated to ensure that you are authorized to disclose that information to us, and that we, without further action, may collect, use, and disclose that information for the purposes described in this policy.

WebMax Marketing Inc. may require you to assist with any requests by the individual to access or update their information, and you agree to do so.

Conditions of Usage.

You agree to use WebMax Marketing Inc. and the Services for the purposes that they were intended and only in accordance with the terms of this agreement.

If you register an account, you agree, represent and warrant that you will provide us with true, current, complete and accurate information. Your registration for any of WebMax Marketing Inc. services constitutes consent to use any personal information which you provide us for the purposes set out in our Privacy Policy and for all uses ancillary thereto for which your consent may reasonably be implied. You also will select a username and password. You are responsible for keeping your user name, password, account details, and all information required in connection with your use of WebMax Marketing Inc. confidential and up to date. If you are not the business owner and are registering an account on behalf of a business, you represent and warrant that you have been authorized and directed by your business's principals to open the account and that you have shared all user names, passwords and access credentials with other authorized representatives in your business and that you have

provided us with the business contact information of at least one other person. If you leave the business and your business's principal contacts us we may be required to provide access to the WebMax Marketing Inc. account. You agree to hold harmless and release the WebMax Marketing Inc. parties from any liability if we do so.

By registering, you're also agreeing to our Privacy Policy. Keep track of your login details, and keep them safe. If you're creating an account on behalf of a business that you do not own, you must a) have permission, and b) share the login credentials with the owner.

Furthermore, you are entirely responsible for any activities that occur under your account. You agree to notify us immediately of any unauthorized access to or use of your account. You agree to hold harmless and release the WebMax Marketing Inc. parties from any loss or liability whatsoever that you may incur as a result of someone other than you using your username, password or account, either with or without your knowledge. You agree to indemnify the WebMax Marketing Inc. parties for any damages, third party claims or liabilities whatsoever that we may incur as a result of activities that occur on or through your account, whether or not you were directly or personally responsible.

You're responsible for what happens in your account.

We are responsible for the security of Cardholder Data that is collected, transmitted, stored, or processed by WebMax Marketing Inc.. "Cardholder Data" is defined as being the cardholder's primary account number, and where a full unmasked card number is present, any of the cardholder name, expiration date, and/or service code. WebMax Marketing Inc. has security features to protect Cardholder Data, and as such it is required that this data only be used in anticipated ways and stored in appropriate places.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PROHIBITED FROM ENTERING CARDHOLDER DATA INTO ANY FORM OR DATA ENTRY FIELDS IN WEBMAX MARKETING INC., EXCEPT INTO THOSE FIELDS INTENDED SOLELY FOR THAT PURPOSE (i.e. where WebMax Marketing Inc. explicitly requests such data be entered into such fields).

Appropriate fields are clearly marked with labels such as 'Card number' or by having a credit card icon precede them. For clarity, it is not permissible to store cardholder data in fields with labels such as 'memo' or 'note'. Similarly, excluding payment forms, you must never enter CVV2 data into any fields in WebMax Marketing Inc.. You assume all responsibility for any cardholder data entered into WebMax Marketing Inc. in violation of this Agreement.

There are a bunch of rules for handling credit card information known as the Payment Card Industry Data Security Standard (PCI-DSS). To help us follow these rules and to protect your and your customers' data, we need you to use the apps as they were intended. You agree not to enter your cardholder data in any form where such data isn't explicitly requested by WebMax Marketing Inc.. We're not responsible for people doing unexpected things with their data.

Online Access to Financial Institutions, and Other Services.

Certain online services (including access to other third party service providers and not by us.) You agree to hold harmless and release the WebMax Marketing Inc. Parties from any liability relating to your use of such online services, including WebMax Marketing Inc. Your access to and conditions of use of such services may be limited in accordance with the terms of use published by such third party provider. You represent and warrant that you have the right to provide us with usernames, passwords, personal information and other access credentials which we may require to access any third party services or accounts in connection with the Services.

If you use a WebMax Marketing Inc. third party service, you acknowledge that you are doing so at your own risk and hereby agree to release and hold WebMax Marketing Inc. harmless from any or Claims arising from your use of the 3rd party service. WebMax Marketing Inc. does not purport to provide you with any advice and you agree to release and hold WebMax Marketing Inc. harmless for and from any Claims (as defined below) arising from your use of a WebMax Marketing Inc. application and to provide you with technical support in relation to WebMax Marketing Inc., as further set out in section I below.

Sometimes you can use WebMax Marketing Inc. in conjunction with services from other companies. What you do with those other companies is up to you and them to work out. That includes fees they may charge you. If you need to provide WebMax Marketing Inc. with login credentials for that other company, in order to make things work, you will only do so if you have permission.

Software Notice.

In the event that a user is required to download or use software in connection with the Services, he or she shall be unable to download and access such software unless he or she first agrees to the license agreement relating to such software. Use of any such software is governed by these Terms of Use and any such license agreement.

For installable software, you'll have to agree to a license agreement before you can use it.

Copyrights, Trademarks and Intellectual Property.

WebMax Marketing Inc. and its licensors and suppliers own both the proprietary rights as well as the intellectual property rights to all URLs, materials, products, web content, web page designs, web page layouts, images, text, tools, utilities and software that make up the Services, but excluding your data and information which you provide to us or input using WebMax Marketing Inc. and the Services. The technical procedures, processes, concepts and methods of operation that are inherent within WebMax Marketing Inc. constitute trade secrets. The usage of our Services does not constitute a sale or transfer of any intellectual property rights to the users. Without any prejudice to the foregoing, any information or data entered using WebMax Marketing Inc. by a user or otherwise provided for accessing WebMax Marketing Inc. on the user's behalf shall at all material times remain the property of the user. The user hereby grants to WebMax Marketing Inc. a worldwide, perpetual, royalty free, nonexclusive right and license to use all content provided by the user in connection with WebMax Marketing Inc. and the Services for uses related to the delivery of the Services.

You own all your stuff. We own everything we've created. You give us permission to do things like change design for you.

Materials on and relating to WebMax Marketing Inc., including the content of WebMax Marketing Inc. and any software downloaded from WebMax Marketing Inc., are protected by copyright, trade-mark and other intellectual property laws. Subject to your ownership of your user content and URL, data, WebMax Marketing Inc. reserves all rights in and to such materials. The subscriber will not make store, download, transfer, sell, reproduce, redistribute, transfer to any other server, modify, reverse engineer or copy the Services or any of the materials or software or any part of WebMax Marketing Inc. or any content therefrom without WebMax Marketing Inc.'s express written consent. You will also take all reasonable steps to forestall any unauthorized use, copying or transfer of materials on or relating to WebMax Marketing Inc..

WebMax Marketing Inc. owns everything we've created. You agree not to try to copy, duplicate or abscond anything we've created.

Notwithstanding the above, you may, subject to the following conditions, use individual screen displays (screenshots) which you generate as a authorized subscriber using the Services. Your use of screenshots is subject to the following: a. No screenshot may be used from any beta version of WebMax Marketing Inc. unless it has been commercially released to the public; b. the use is for illustrative purposes; c. the use may not imply any endorsement or affiliation by or with WebMax Marketing Inc.; d. the screenshot does not contain any commentary which may appear to have been attributable to us; e. the screenshot does not contain any third party content; and f. the use does not infringe on any of these terms of use.

WebMax Marketing Inc. has rights to trade-marks which it uses in connection with the operation of WebMax Marketing Inc.. WebMax Marketing Inc. does not grant the users any right or license to use the WebMax Marketing Inc. trade-marks or any logo, trade-name or other intellectual property other than as expressly set out herein and in other licenses between you and us.

You can take screen shots as long as:

a. It's not a beta feature or product; b. you're just trying to illustrate something; c. the screenshot doesn't suggest a relationship that doesn't exist; d. the screenshot doesn't suggest we said or meant something that we didn't say or mean; e. the screenshot doesn't contain something that WebMax Marketing Inc. can't give permission for; and f. it doesn't break any other rules.

Permission to use WebMax Marketing Inc. is not equal to permission to use our trademarks.

Prohibited Use.

The users shall access the information stored using the Services for lawful purposes only and may not use such information for the purpose of committing or furthering fraudulent acts or for committing any acts that would give rise to both or either civil and criminal liability.

You are not allowed to use WebMax Marketing Inc. to do or help anything illegal or bad.

The users agree not to publish, post, upload, distribute, provide or enter any material or information that is illegal, unlawful or can be regarded as fraudulent, libellous, malicious, threatening, offensive, profane, obscene, fanning ethnic or racial tensions, immoral or any such information which any reasonable person would consider objectionable on grounds of good conscience.

Don't use WebMax Marketing Inc. to broadcast publicly or privately bad stuff.

No user shall use any means to restrict or prevent another user from accessing or enjoying WebMax Marketing Inc..

Please don't do anything that gets in the way of other WebMax Marketing Inc. customers.

No user shall be permitted to upload material into WebMax Marketing Inc. that he or she ought to know infringes on the intellectual property of others, or upload material that places unnecessary load as to affect the performances of our websites, systems and equipment. You may not use WebMax Marketing Inc. and the Services in a manner which could block access to, impair, damage or otherwise disable WebMax Marketing Inc. or any of our servers. You may not attempt to gain unauthorized access to WebMax Marketing Inc. or to any other user's accounts, computer systems or networks through password mining, keystroke logging, hacking or any other means. You will not upload any files that contain viruses, Trojan horses, malware, spyware, worms, corrupted files or any other material or software that may damage the operation of another computer. Any and all materials uploaded are subject to applicable laws.

Don't upload things that don't belong to you, don't try to break anything or try to get into WebMax Marketing Inc.'s secure machines and systems, or anyone else's account.

No user shall lease, sell, pledge, sublicense, assign or otherwise deal with the software/systems belonging to WebMax Marketing Inc. in a manner that is inconsistent with our intellectual property rights over the software/systems.

WebMax Marketing Inc. belongs to WebMax Marketing Inc.; don't try to sell it or anything remotely close to that.

No user shall promote any commercial interest, falsify or delete any information on WebMax Marketing Inc., collect personal information without express authority to do so, violate any applicable laws, create a false identity or utilize WebMax Marketing Inc. under false pretences.

In other words no pretending to be someone you're not, or breaking laws.

Limitation of Liability.

THE SUBSCRIBERS AND THE USERS HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE THE WEBMAX MARKETING INC. PARTIES FROM ANY AND ALL MANNER OF RIGHTS, LOSSES, COSTS, CLAIMS, COMPLAINTS, DEMANDS, DEBTS, DAMAGES, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY LOST PROFIT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL,

SPECIAL OR PUNITIVE DAMAGES (COLLECTIVELY, A "CLAIM") WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH (I) THIS AGREEMENT; (II) THE USE OF WEBMAX MARKETING INC. AND ITS SERVICES AND ANY RELATED APPLICATIONS INCLUDING THIRD PARTY SERVICES; (III) THE USE OF ANY SOFTWARE RELATED TO WEBMAX MARKETING INC.; (IV) VIRUSES, SPYWARE, SERVICE PROVIDER FAILURES OR INTERNET ACCESS INTERRUPTIONS; (V) LOSS OF USE, LOSS OF DATA, ERROR, INACCURACY OF DATA, PAYMENT FAILURE, APPOINTMENT FAILURE, PAYMENT DEFECT, INACCURATE CALCULATIONS (EXCEPT AS OTHERWISE SET OUT HEREIN), DOWNTIME, IDENTITY THEFT, FRAUD OR UNAUTHORIZED ACCESS; OR (VI) ANY INFORMATION, DOCUMENT, MATERIALS, TOOLS, UTILITIES, PRODUCT OR DATA THAT RELATING TO THE USE OF WEBMAX MARKETING INC. AND THE SERVICES; WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, OR SUCH CLAIM WAS REASONABLY FORESEEABLE AND NOTWITHSTANDING THE SUFFICIENCY OR INSUFFICIENCY OF ANY REMEDY PROVIDED FOR HEREIN OR IN ANY LICENSE.

FOR GREATER CERTAINTY, IN NO EVENT SHALL WE (AND OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, WEBMAX MARKETING INC. AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, MISUSE, ERROR, OR LOSS OF DATA ARISING FROM SUCH ACCESS AND USE.

EXCEPT IN THE MANNER PROVIDED FOR IN THESE TERMS OF USE, WEBMAX MARKETING INC., ITS LICENSEES, AFFILIATES, AND THIRD PARTY SERVICE PROVIDERS, DISCLAIM, AND EXPRESSLY DO NOT PROVIDE ANY DIRECT OR INDIRECT, EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR MERCHANTABILITY OR MERCHANTABLE QUALITY; OR THAT WEBMAX MARKETING INC., THE SERVICES, ANY THIRD PARTY SERVICES AND ONLINE SERVICES, AND ANY CONTENT, MATERIALS, TOOLS, UTILITIES, SOFTWARE AND FUNCTIONALITY WILL: (I) BE FIT OR SUITABLE FOR ANY SPECIFIC PURPOSE OR INTENDED USE; (II) MEET THE USERS' REQUIREMENTS AND EXPECTATIONS; (III) BE UNINTERRUPTED, FLAWLESS, TIMELY, ACCURATE, RELIABLE, SECURE OR ERROR FREE, OR; (IV) BE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WEBMAX MARKETING INC. AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND YOU AGREE TO USE WEBMAX MARKETING INC., THE SERVICES, ANY THIRD PARTY SERVICES AND ONLINE SERVICES, AND ANY CONTENT, MATERIALS, TOOLS, UTILITIES, SOFTWARE AND FUNCTIONALITY RELATED TO WEBMAX MARKETING INC. AT YOUR OWN RISK. YOU AGREE TO DETERMINE THE SUITABILITY OF WEBMAX MARKETING INC. AND SERVICES FOR YOUR INTENDED USE AND AGREE TO VERIFY ALL RESULTS OBTAINED USING WEBMAX MARKETING INC. AND THE SERVICES.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE 1542 IN CONNECTION WITH ANY RELEASE PROVIDED BY YOU IN THESE TERMS OF USE, INCLUDING THE FOREGOING, WHICH SECTION STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

If you reside in California, you waive Civil Code 1542.

Termination of Service.

WebMax Marketing Inc. may terminate this agreement and your use of WebMax Marketing Inc. at any time and for any reason with reasonable notice to you and without notice if you breach any of these terms or we suspect you of fraud or suspect that your account has been compromised in any way. Subscribers may use WebMax Marketing Inc. on an at-will basis until the agreement has been terminated by either party pursuant to the terms of this agreement or any related license agreement. You may also terminate this agreement by emailing info@webmax.ca

If you break the rules, we can close your WebMax Marketing Inc. account(s). You can also cancel your account(s) anytime you want.

Ownership and Disclosure of Information.

You own all of your business's private data, content and all information which you enter and use in connection with the Services. We do not claim any rights, proprietary or otherwise over any data or information which you may use or disclose in connection with the Service and WebMax Marketing Inc.. Notwithstanding the above, there may be circumstances in which we may be required to disclose data, such as the following:

a. For the purposes of fraud prevention and law enforcement; b. To comply with any governmental or regulatory requirement or legal one; c. To our lawyers in connection with any legal proceedings; and d. To comply with court orders.

WebMax Marketing Inc.'s Privacy Policy sets out in greater detail how we strive to protect your privacy and limit disclosure of your personal information

We want you to be in control of all your data. We won't disclose personally identifiable info except in cases like those below:

a. To uphold our obligation to law enforcement; b. if we're required by law; c. our own lawyers advise; and

If we're required by law to divulge your info, or in any cases outlined above, we'll do our best to let you know as soon as possible and by way of email.

Third Party Links, APIs and Content.

You may when using our Site and Services be directed to websites maintained by other third party service providers.

Some of the functionality of the Services and WebMax Marketing Inc. interoperate with, and are highly dependent upon, application programming interfaces (APIs) from third parties, such as Google. If at any point such third party services cease to make themselves or their APIs available to us on reasonable terms, we may cease to provide those third party services without entitling you to a refund, credit or other compensation. Your only recourse shall be to stop using WebMax Marketing Inc. and the Services. In addition, if you authorize us to do so, we may grant third parties access to some or all (depending on the permission you give) of your private data, content and information through our own API for use in connection with their services.

You acknowledge that such sites and services are completely independent of WebMax Marketing Inc. and as we have no control over them, we accept no liability in respect of your use, ability or inability to use them or any of the content of such sites. In addition, we may at any time at our discretion and without notice to you, discontinue providing our API to such third party services. You acknowledge that any use of the products and services offered by such third party services providers (eg. for the purposes of appointment scheduling, payment services etc.) will be at your sole risk. You acknowledge that use of such third party service providers and their websites and services is, except where prohibited or modified by applicable law, subject to the terms, conditions and policies established by the third party service providers. You expressly hold us harmless and hereby release us from any liability whatsoever whether arising out of contract, tort or otherwise for and from any Claims arising out of your use of, or inability to use, the products and services of third party service providers whether or not such use is ancillary to your use of WebMax Marketing Inc.. The availability of such third party services in connection with WebMax Marketing Inc. does not constitute an endorsement, warranty, or representation as to the fitness, suitability, merchantability, title, non-infringement, quality, or accuracy of the third party provider or its products or services.

Authorization to Export Data.

The subscriber and the user acknowledge that we may retain a copy of his/her/its transactional information gathered through the use of WebMax Marketing Inc. and other information uploaded on the subscriber's account. We may in certain circumstances export user information outside the Province of BC and outside of Canada. We shall not share personal information with anyone except in the manner provided in our privacy policy.

In short, to run our WebMax Marketing Inc. services, sometimes we need to make a copy of data files.

Force Majeure.

Neither party should be held liable for a delay or failure in performance of the agreement for services caused by reason of any occurrence of unforeseen event beyond its reasonable control, including but not limited to, acts of God, natural disasters, power failures, server failures, third party service provider failures or service interruptions, embargo, labour disputes, lockouts and strikes, riots, war, floods, insurrections, legislative changes, and governmental actions. The party so affected by the unforeseen event shall be so excused on a day-to-day basis for the period of time equal to that of the underlying cause of delay.

If things outside of WebMax Marketing Inc.'s control interrupt WebMax Marketing Inc., neither you nor WebMax Marketing Inc. is liable.

Severance.

All provisions of these Terms of Use are, notwithstanding the manner in which they have been grouped together or linked grammatically, are severable from each other. If any of these Terms of Use should be determined to be unenforceable the remaining Terms of Use shall survive and remain in full force and effect and continue to be binding and enforceable.

If you find an error in these terms, the rest of the terms are still in effect.

Governing Law and Dispute Resolution.

Except as otherwise set out herein, this Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the Province of BC and the laws of Canada applicable therein as applied to agreements entered into and to be performed entirely within BC, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction. This agreement and any actions whatsoever taken by you in connection herewith and with any Service, software, tool, application or functionality, will be deemed to have been performed in BC, Canada. The parties hereto irrevocably submit and attorn to the exclusive jurisdiction and venue of the courts of the Province of BC, Canada.

The laws of BC and Canada govern this agreement and anything that comes out of it.

You waive all rights to a trial by jury in connection with any legal proceeding or dispute against us. You further agree that any dispute or proceeding which you may bring against us shall be conducted on an individual basis and not a class-wide basis and that any such proceeding or dispute shall not be consolidated with any other dispute or proceeding which might arise between us and any other user.

In short if we have a disagreement that cannot be solved between us it will be solved without juries or class action suits.

Legal Status of WebMax Marketing Inc. Inc.

The websites are property of WebMax Marketing Inc. Inc. a company incorporated under the Canada Business Corporations Act.

Our official name is WebMax Marketing Inc. Inc., and all of WebMax Marketing Inc.'s things belongs to that company. We're a Canadian company.

Language.

You and we expressly acknowledge and agree that this agreement and all related agreements, schedules, materials, licenses and policies be drafted in the English language only.

We do business in English.

Privacy Policy.

Webmax Marketing Inc. privacy policy is hereby incorporated into this Agreement and applies to the collection, use, disclosure, retention, protection and accuracy of your personal information and your business' financial information (the "Information") collected for the purposes of the Services offered through our website. The WebMax Marketing Inc. Privacy Policy is based on applicable legislation as well as several fair information principles, and may be updated from time to time.

Information Received from Third Party Services

The Services offered by WebMax Marketing Inc. allow subscribers to: direct WebMax Marketing Inc. to access and retrieve their own information maintained online by third party institutions (e.g. appointment setting apps) with which they have pre-existing relationships (e.g. to maintain appointments); and other services related to WebMax Marketing Inc.. However, WebMax Marketing Inc. may but is not obligated to review this information for any purpose, including but not limited to accuracy. It is entirely your responsibility to ensure the accuracy, completeness and timeliness of any information required by us or any third party service providers in connection with any of the Services.

If you connect WebMax Marketing Inc. with your appointment scheduler app or other apps WebMax Marketing Inc. will not be checking your data directly.

Registration Information.

You and your users are responsible for maintaining the confidentiality and security of usernames, passwords and other access credentials which allow the use of WebMax Marketing Inc. and access to the Services. You understand and agree that you are liable for unauthorized use of your account.

Consumer Issues.

You acknowledge and agree that you will only use WebMax Marketing Inc. and the Services for business. WebMax Marketing Inc. is made for businesses.

No Waiver

No delay or omission to exercise any right or remedy accruing upon any breach or default hereunder shall impair any such right or remedy nor be construed as a waiver of any such breach or default or of any similar breach or default thereafter occurring, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver (or consecutive waivers) of any single breach or default shall operate or be construed as a waiver of any subsequent breach or default.

Terms for Additional Services

The use of certain Additional Services are subject to and governed by additional terms of service (i.e. the Specific Additional Service Terms, noted in the recitals at the beginning of this agreement). If you use any of the Services provided by for example payment providers, the providers specific Service Terms apply. In the event such additional or specific terms are inconsistent with the Specific Additional Service Terms, those Specific Additional Service Terms will control.

Rather than making these Terms even larger, we've opted to direct to the app-specific terms in place. These are the rules that govern the use of those specific apps.

Digital Millennium Copyright Act.

Some of the content provided on WebMax Marketing Inc. websites from time to time may be contributed by users. You represent and warrant that any content or material provided to us does not breach the rights, including copyright, of others.

You agree not to infringe on other people's copyrights.

Procedure for Reporting Copyright Infringement Claims: If you believe your copyright in any work has been infringed and such work is accessible through WebMax Marketing Inc., you may notify WebMax Marketing Inc. pursuant to the Digital Millennium Copyright Act of 1998 (DMCA) for notice of claims of copyright infringement here, Attention: WebMax Marketing Inc., for your complaint to be valid under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement, which WebMax Marketing Inc. may then forward to the alleged infringer:

a. identification of the copyrighted material that you believe has been infringed; b. identification of the allegedly infringing material on WebMax Marketing Inc., with sufficient detail to enable us to locate it on WebMax Marketing Inc.; c. your address, telephone number and email address; d. a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; e. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and f. provide your or your agent's physical or electronic signature.

You may provide this information in writing or by email notification to :

WebMax Marketing Inc.

#249, 174 Wilson St #110, Victoria, BC V9A 7N7 Canada

Upon receiving your complaint, WebMax Marketing Inc. may remove content that you believe infringes your copyright.

Procedure for Counter-Notification: If material that you have posted to WebMax Marketing Inc. has been taken down, you may file a counter-notification by contacting WebMax Marketing Inc., who can be reached as noted above which counter-notification must contain the following details:

a. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled; b. A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question; c. Your name, address and telephone number; d. A statement that, notwithstanding the choice of laws and venue otherwise set out herein, you consent for the purposes of this counter-notification and other proceedings under the DMCA to the jurisdiction of the Federal District Court for judicial district in which your address is located or, if your address is outside of the USA, for the jurisdiction of the Courts of the Province of BC in the City of Victoria, Canada, and that you will accept service of process from the person who submitted a notice in compliance with the section (c)(1)(C) of the DMCA, as generally described above; and e. Your physical or electronic signature.

If, following a complaint, we took something down that belongs to you, and you want it back up, email info@webmax.ca

PRIVACY

NOTE THAT YOU MAY BE HELD LIABLE FOR DAMAGES, COURT COSTS AND ATTORNEY'S FEES INCURRED BY US, BY A COPYRIGHT OWNER, OR BY A COPYRIGHT OWNER'S LICENSEE IF YOU PROVIDE ANY FALSE INFORMATION, OR MISREPRESENT YOURSELF AS THE RIGHTFUL OWNER OF COPYRIGHTED MATERIAL. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

This information should not be construed as legal advice.

At WebMax Marketing Inc. we value your trust and respect your privacy.

WebMax Marketing Inc. exists to support entrepreneurs like you by offering a fast and easy way to manage your website, while respecting your privacy expectations.

Scope

This privacy policy applies to Webmax.ca and, its subdomains (the "Site"), and our mobile apps, all of which are operated by WebMax Marketing Inc. and does not include or apply to any third-party websites, which have their own policies. Throughout this policy, when we say WebMax Marketing Inc., we mean our company, including the Site and any WebMax Marketing Inc. mobile apps, and when we

say Services we mean the various products and, services, and apps we make available to you through our Site and mobile apps, and other small business–related services and support.

By "Personal Information", we mean information about an identifiable individual. That’s what this policy is about — our collection, protection, use, retention, disclosure and other processing of Personal Information and your rights relating to these activities. We also compile certain aggregate data about our users.

We use Personal Information in order to provide you and your business with the Services. Our Privacy Policy is based on the following fair information principles:

Accountability, Identifying purposes, Consent, Limiting collection, Limiting use, disclosure, and retention, Accuracy, Safeguards, Openness, Individual access, Challenging compliance.

Accountability and Challenging Compliance

WebMax Marketing Inc. has named a Privacy Officer who is responsible for all things privacy at WebMax Marketing Inc.. This includes our policies and procedures that are designed to keep your information safe. If you have any questions about our privacy practices or this policy, you can contact me at:

WebMax Marketing Inc.

Privacy Officer

#249, 174 Wilson St #110, Victoria, BC V9A 7N7 Canada

Email: info@webmax.ca

If you’re not satisfied with our response, you have the option of contacting the Office of Canada’s the Privacy Commissioner of Canada.

<https://www.priv.gc.ca/en/report-a-concern/file-a-formal-privacy-complaint/>

Identifying Purposes

WebMax Marketing Inc. collects, uses, discloses, and otherwise manages Personal Information in a variety of ways related to the Services we provide. We've outlined these below. Your use of the Services determines which information we collect and use.

WebMax Marketing Inc. may collect, use, store, or disclose your Personal Information for the purposes described below.

In order to provide you with the Services, which includes the following:

We collect information directly from you, but may also collect information from third parties when you connect your WebMax Marketing Inc. account to them. These integrations may pull data into or share data out of WebMax Marketing Inc.. In some cases, we use a service provider to connect you to a third-party service (e.g. when you connect to your payment service to pull in transactions).

We may also collect your name and email address from third parties when you sign up and login to our Site using single sign-on (SSO).

When you connect your WebMax Marketing Inc. account with a third-party service, their terms and policies apply.

To promote or offer you products or services, and to determine your eligibility for new services we may offer from time to time.

To provide you with educational materials and guides relevant to the Services you use.

To contact you for the purposes of Service updates and system and account notifications.

To provide you with support in connection with the Services.

To comply with any laws, regulation, court orders, warrants, inquiries, subpoenas or other legal processes or investigations, and to protect ourselves, other individuals, or property from harm.

In connection with a prospective or completed merger or sale (including insolvency or bankruptcy proceedings) involving all or part of WebMax Marketing Inc. or as part of a corporate reorganization or stock sale or other change in corporate control.

We will never sell your Personal Information to other companies.

Consent

WebMax Marketing Inc. takes a consent-based approach to the collection, use and disclosure of Personal Information.

Submitting the Personal Information of others

When you submit the Personal Information of your customers or employees to us, you are responsible for informing such customers and employees about WebMax Marketing Inc., and for obtaining any necessary consent or authority from them.

You may also choose to refer someone to our Site. We will send them a single invitation email to the address you provide. Please ensure that you only submit email addresses of individuals or businesses with whom you have a relationship and who would want to receive the message.

Closing your WebMax Marketing Inc. account

At any time and without penalty, WebMax Marketing Inc. users can withdraw their consent to the continued use or disclosure of their Personal Information by closing their WebMax Marketing Inc. account. Please ensure you provide a confirmation email to info@webmax.ca. Otherwise, your account may not be closed.

Email and communications consent

At any time, you can opt-out of commercial email communications from us by clicking on the unsubscribe link in such emails, or via the Email Preferences settings in your account. Certain non-commercial communications may still be sent to you that are required to provide you with our Services. For example, system notifications, major product changes, changes to our Terms of Use, or other news that we believe will materially affect how you interact with WebMax Marketing Inc..

The only way to completely stop all emails from WebMax Marketing Inc. is to close your account as outlined above.

Limiting Collection

WebMax Marketing Inc. only collects the Personal Information necessary to provide the Services to you. The Services you use will determine which information WebMax Marketing Inc. collects. We'll also provide you the option of sharing additional information to enhance your WebMax Marketing Inc. experience.

WebMax Marketing Inc. may also use third-party services to supplement or enrich our understanding of our customers. This includes cross-referencing information like a name, business name, email address or IP address in third-party databases, and using the information there to improve our understanding of you and your business.

WebMax Marketing Inc. is not intended for children and we do not knowingly or intentionally collect information about individuals under the age of twenty-one (21).

Some of the Services allow you to provide access to your WebMax Marketing Inc. account to other authorized users, which we call “collaborators”. Collaborators have access to information in your WebMax Marketing Inc. account, including Personal Information, and may perform various tasks on your behalf. You take full responsibility for any collection, use or disclosure of your Personal Information by your collaborator(s).

To provide access to your account to a collaborator, you must provide the collaborator’s name and email address. WebMax Marketing Inc. only uses this information to invite your collaborator. Please ensure that you only submit email addresses of individuals or businesses that you have a relationship with and who would want to receive the message. The collaborator may contact us at info@webmax.ca to request that we remove their name and email address from our database.

Limiting Use, Disclosure and Retention

We will use your Personal Information as described in this policy.

We will share your Personal Information with third parties only as described in this policy.

We will retain your information for the period necessary to fulfill the purposes outlined in this policy, unless a longer retention period is required by law or regulation. To be clear, that means we’ll retain your Personal Information while you have an active account, and afterward if we need to do so to meet our legal obligations. If you choose to close your WebMax Marketing Inc. account, we will destroy your Personal Information within 90 days unless we are otherwise obliged to keep it longer.

Accuracy

WebMax Marketing Inc. relies on you to provide us with information that is accurate and complete. We provide you the mechanisms and rely on you to keep your information up to date. You can request updates or corrections of any inaccuracies in your Personal Information at any time by contacting us at the contact information listed in the policy. We will respond to your request within a reasonable timeframe.

Safeguards

WebMax Marketing Inc. uses a combination of reasonable and appropriate safeguards designed to protect your information.

You are also responsible for helping to protect the security of your Personal Information. For instance, never give out your email account information or your password for the Services to third parties.

Individual Access

You may access, update and correct inaccuracies in the Personal Information in our custody or control at any time, subject to limited exceptions prescribed law. You can download or export data you input into the Site at any time, or to correct inaccuracies, simply log in to your account and make the necessary changes.

You can also request access, corrections or updates to all your Personal Information, including information not available through your account, by contacting us as set out in the Challenging Compliance section of this document. We may request certain Personal Information for the purposes of verifying the identity of the individual seeking access to their personal information records.

MORE DETAILS

Public content and Social Media

WebMax Marketing Inc. has public forums. Any information submitted there may be read and collected by anyone.

You may request removal of Personal Information from public forums and comments by contacting us at info@webmax.ca

If you provide us with a testimonial, with your consent we may post it on our Site or in other materials and media, along with your name. If you want your testimonial removed, please contact us at info@webmax.ca

You may engage with us through social media sites. When you engage with us on these sites, we may have access to certain information about your account (e.g., name, username). These sites may collect your IP address, how you're engaging with us, and may use cookies to enable the site to function properly. We may use this information to personalize your experience and to provide you with other products or services you may request.

Service Providers

We may transfer (or otherwise make available) your personal information to third parties who provide services on our behalf. For example, we may use service providers to host ours/your website and to process payments. Your Personal Information may be maintained and processed by these third parties in other jurisdictions, like the U.S.. When your information is in another jurisdiction, it will be subject to their laws. We only share the information these service providers need to do their job and we don't authorize them for any other use or disclosure of personal information.

We may also use services provided by third-party platforms (such as social networking sites) to serve targeted ads on such platforms to you or others, and we may provide a hashed version of your email address or other information to the platform provider for such purposes. To opt-out of the sharing of your information with such platforms, please send an email to info@webmax.ca

Visiting the Site and using the mobile apps

In general, you can visit the Site without telling us who you are or submitting any Personal Information. However, we and/or our service providers (such as Google Analytics) collect IP (Internet protocol) addresses from all visitors to the Site and other related information such as page requests, browser type, operating system and average time spent on our Site. When you use any of our mobile apps, we also collect device type, operating system, unique device identifier, and date and time stamp. This information is used to help us understand the activity on, and to monitor and improve, our Site and mobile apps.

Cookies, Tags, and Web Beacons

Technologies such as cookies, web beacons, tags and scripts are used by WebMax Marketing Inc., our advertising and analytics service providers (such as Google analytics), and affiliates to analyze usage trends, administer the Site, and to gather demographic information about our user base as a whole.

You can control the use of cookies in your browser. If you disable cookies, you will not be able to access your account or take advantage of all of the features of the Site and mobile apps.

Notification of Privacy Policy Changes

We may update this privacy policy to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on our website prior to the change becoming effective. We encourage you to periodically review our Privacy Policy for the latest information on our privacy practices.

Whew! Thanks for getting here. Have a super day!