

Terms and Conditions for the Maxta Community ("Site") Use

By accepting an invitation to join this Site, you ("User") hereby agree to the following terms and conditions as set forth below. Maxta Inc. may amend these terms and conditions at any time and shall promptly post any amendments on this Site.

No Offensive or Proprietary Content.

User shall not upload, distribute or reproduce any post, content or materials onto the Site ("Postings") that contains defamatory, libelous, vulgar, harmful, unlawful, obscene, pornographic, abusive, or illegal material, content or images of any kind. Any form of Hate Speech or discrimination on the basis of religion, race, nationality, gender, sexual preference, age, disability, etc. will not be tolerated and User shall be subject to removal.

User agrees to comply with all applicable intellectual property laws such as copyright, trademark, patent and trade secret laws through their Postings. Examples of Intellectual Property include, but are not limited to, articles, books, publications, music, video, artwork, photos, and internal business documents or manuals.

You are Responsible for Your Words.

User is solely responsible for the content of their Postings and subsequent consequences.

The Site is available to authorized users of the Site and User agrees not to link or perform any other action that may open the Site to third parties.

Be Aware of Anti-trust Issues.

Postings are submitted and accessed for the purposes of enabling an open discussion between Users. The Site should not be used as a mechanism to effectuate a restraint of trade or any other illegal concerted action. Specifically, User agrees that discussions of fees, pricing or other anti-competitive behavior are strictly prohibited.

The Site provides content that may demonstrate alternatives from which Users can tailor their own policies, practices or conduct comparative due diligence, suitable to their particular operational circumstances.

User acknowledges and agrees that the opinions posted to the Site shall not determine User's company business decisions as this is the responsibility of the individual User's company business judgment. The Site takes no responsibility for such individual business judgments.

Privacy

Maxta Inc. values and respects the privacy of its Users and the security of Users' personal and business information. This paragraph section explains how Maxta Inc. will treat data and personal information submitted to Maxta Inc. Maxta Inc. monitors User's use of the Site and may remove any Postings as indicated in this Terms of Use. While Maxta Inc. has the right to remove any Postings on the Site, Maxta Inc. is not responsible for any materials posted by Users and disclaims all liability for such Postings. Maxta Inc. will not disclose personally identifiable information associated with User's use of the Site to any third parties not affiliated with Maxta Inc. except to comply with the law, a court order or to duly authorized investigative agencies.

Maxta Inc. does not share personal identifying information about Site's Users to any third party. However, Maxta Inc. does gather and collect information regarding the User's use of our Site in order to assist in market evaluation and for other purposes as reasonably determined by Maxta Inc. The information gathered will be (i) personal information voluntarily supplied by User when User registers on Site; and (ii) tracking information collected as the User navigates Site. Once User has provided personal identifying

information, it will only be used for purposes of managing the Site and collecting navigation history and data, or for such other purposes as described at the point of data collection. Such information will not be transferred to other parties unless otherwise stated at the point of data collection.

Information is collected about User on Site information through technology and tools, including cookies. Maxta Inc. aggregates and analyzes this information in order to learn more about how our Site is used and how to deliver better products and services. Please note that User will not be able to access certain areas of our Site if your computer does not accept cookies.

To view and edit your personal information, please visit the appropriate part of our Site.

Maxta Inc. reserves the right at all times to disclose any information necessary to satisfy any law, regulation, or government request.

Debate Issues, Not One Another.

User is encouraged to speak freely and support debates by voicing personal opinions or preferences on posted issues. Personal attacks, threats or abuse will not be tolerated.

User agrees not to attribute quotations to individuals for the purpose of furthering opinions, debates, discussions, or support on any topic areas or to bolster the credibility of a proposition based on the attribution supplied by User without the individual's permission. Maxta Inc. may remove all quotations that appear that are in violation of this term.

User agrees to not deliberately disrupt discussions with repetitive, offensive, meaningless, or SPAM messages.

No SPAM, Please.

User agrees that the Postings shall not contain Spam, chain letters, junk mail, or other solicitations. User agrees not to use any Postings, information or names contained on the Site for distribution lists to any third party without specific permission from that individual allowing such use.

Link with Caution.

In order to comply with copyright law, User agrees to respect the intellectual property rights of others and shall only submit Hypertext linking to either:

The home page (no internal web site pages) of any for-profit or private website; or

Any page of a public document, government website, or public institution website.

User will respect authors' rights and shall not provide direct links to news sources, publications, or articles without the express permission of the author or website owner. Information, such as title, author, publication date, and publication name are allowed to be provided as long as it does not accompany an unauthorized link.

User shall not post any framing or in-line imaging to any content, web site, or like material onto the Site from any third party web site without express written permission from the web site owner to re-post web site content in that manner.

Any links available on the Site are independent of this site and Maxta Inc. makes no representation or warranty as to the accuracy or authenticity of such content and shall not be construed as a sponsorship or endorsement of any kind.

No Advertising.

User shall not advertise or offer for sale any goods or services, or any similar activities, on the Site. Maxta Inc. reserves the right to post any informational marketing material about its products, services, and those endorsed by Maxta Inc.

Maxta Inc.'s Responsibility.

Maxta Inc. assumes no responsibility for the timeliness, delivery, deletion, or failure to store Postings.

Maxta Inc. reserves the right to remove any Postings without notice for any reason at any time in its sole discretion, as well as the ability to block User for any inappropriate or prohibited conduct, behavior or Postings.

Maxta Inc. reserves the right to redistribute, edit, post, display, modify, transmit, or delete any Postings by User without separate permission from User as the Postings itself signifies User's consent.

Site's Intellectual Property/Ownership.

By submitting content to the Site, User hereby grants Maxta Inc. a perpetual, royalty free, world-wide, unlimited license to use, reproduce, distribute, sell, license, or sub-license the Postings in any manner and by any means, either now known or hereinafter created, including the ability to create derivative works or compilations, thereof.

General Provisions.

Representations and Warranties

Maxta Inc. makes no warranty or representation regarding any Postings, content, discussions, or results obtained from the use of the Site by the User. Maxta Inc. makes no warranty or representation regarding the reliability or accuracy of any information obtained from the Site posted by Users.

Maxta Inc. makes no warranty or representation as to the technological services provided by use of the Site, including but not limited to, uninterrupted, timely, secure, or error free services.

User represents and warrants that no Postings shall neither violate or infringe a third party's intellectual property rights nor contain any matter that is libelous or otherwise unlawful.

Disclaimers

Maxta Inc. expressly disclaims all warranties of any kind, whether express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose or non-infringement. The Site provided by Maxta Inc. is an "As-Is" service.

Maxta Inc. is not responsible for any Postings, whether inaccurate or incorrect, by the User or in any way connected to any of the Services provided by the Site.

The inclusion of any link to any website does not denote any approval, sponsorship, or endorsement by Maxta Inc. and Maxta Inc. is not responsible for the content, accuracy, or opinions expressed on those linked websites.

Indemnity

User agrees to defend, indemnify and hold harmless Maxta Inc., its officers, directors, employees, agents, subsidiaries, or affiliates for any claims, costs, or liability related to any breach by User of the provisions of these terms and conditions or related to any claim of infringement or violation of the intellectual property or other rights of any third party for any of the User's use of the Site or Postings under this Agreement.

Limitation of Damages

In no event will Maxta Inc. be responsible for special, indirect, incidental, exemplary, punitive or consequential damages, including lost profits, which the User may incur or experience on account of entering into or relying on this Agreement, even if Maxta Inc. has been advised of the possibility of such damages.

Governing Law

These terms and conditions are governed and construed under the laws of the state of California.

Compliance with the Law

User shall fully comply with all laws, ordinances, rules and regulations which are applicable to User's performance under this Agreement. User agrees to indemnify and hold Maxta Inc. harmless from any and all claims, damages and expenses, including, but not limited to actual attorney's fees, resulting from User's failure to comply with any such laws.

Termination

Maxta Inc., in its sole discretion, may terminate any and all access of User for any reason, including, without limitation, any violation, breach or assignment of this Agreement.

User may voluntarily terminate their account by notifying the Site Moderator.

This Site is for the use of authorized participants only. If User shall not maintain its enrollment status, then the User will be automatically terminated from the Site until such time that they have an active membership.

Notice

For questions, concerns or issues regarding the Site please contact the Site Moderator listed.

Any notice hereunder shall be given to the Site Moderator and shall be effective and deemed delivered upon receipt.

Confidentiality

Maxta Inc. shall use its best efforts to maintain the confidentiality of the User on the Site. However, Maxta Inc. shall not be responsible for any harm that User suffers as a result of a breach of confidentiality.

Entire Agreement

A specific waiver by Maxta Inc. of any provision of this Agreement on any particular occasion and for any reason will not be deemed to be a basis for any automatic waiver of the same or any other provision in the future

The terms and conditions of the Site are affirmatively accepted by User upon initial use of the Site or becoming a member of the Site. The terms and conditions constitute the entire agreement between User and Maxta Inc. regarding the Site and its related services.