

## TERMS OF SERVICE

This website, as well as any and all associated websites, mobile sites, and mobile applications (collectively referred to as the "Website") is operated by Maxim Licensing, Inc. ("us/we/our"). We offer this Website, including all information available from this Website, to you conditioned upon your acceptance of all the terms, conditions, policies and notices stated herein. YOUR CONTINUED USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF SERVICE. If at any time you do not agree to these Terms of Service, please do not use this Website.

**THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**NOTICE OF ARBITRATION: THESE TERMS OF SERVICE REQUIRE YOU TO SUBMIT MOST DISPUTES TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE WEBSITE, THE PROMOTION RULES, THESE TERMS OF SERVICE OR OUR PRIVACY POLICIES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT, EXCEPT FOR SMALL CLAIMS COURT. MORE INFORMATION ABOUT ARBITRATION IS SET FORTH BELOW.**

**YOU MAY NOT USE THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, OR (B) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS BY APPLICABLE LAW.**

**YOU SHALL NOT USE THE WEBSITE FOR ANY ILLEGAL PURPOSES, AND YOU WILL USE IT IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS. YOU SHALL NOT USE THE WEBSITE IN A WAY THAT MAY CAUSE THE WEBSITE TO BE INTERRUPTED, DAMAGED, RENDERED LESS EFFICIENT OR SUCH THAT THE EFFECTIVENESS OR FUNCTIONALITY OF THE WEBSITE IS IN ANY WAY IMPAIRED. YOU AGREE NOT TO ATTEMPT ANY UNAUTHORIZED ACCESS TO ANY PART OR COMPONENT OF THE WEBSITE.**

### **INTELLECTUAL PROPERTY OWNERSHIP AND USE**

You acknowledge and agree that all of our trademarks, logos, copyrights and any and all other intellectual property rights in all material or content contained within this Website shall remain at all times vested in us or, in the case where we are using such material or content under authority from a third party, in the owner of such material or content.

We grant you the limited right to access and make use of the Website as our customer. However, you shall not: (a) reproduce, duplicate, copy, sell or otherwise exploit the Website or any image, page layout, page design, trade dress, trademark, logo or other content ("Website Content") for any commercial purpose; (b) use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Website Content; (c) use any meta tags, search terms, key terms, or the like that contain the Website's name or our trademarks; (d) engage in any activity that interferes with the Website or another user's ability to use the Website; (e) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Website and the goods or services offered on the Website; or (f) assist or encourage any third party in engaging in any activity prohibited by these Terms of Service.

You shall not use, copy, distribute, or exploit any of the Website Content in any manner without our prior written permission.

All Website Content and all materials and content contained within the Website, including but not limited to the text, graphics, logos, icons, images, audio clips, video clips, articles, posts and data appearing on the Website, are owned by us, or used by us under authorization, and are protected by U.S. and foreign trademark and copyright laws. No portion of the materials or content on these pages may be reprinted or republished in any form without our express written permission.

## **COMPETITIONS**

Participants and voters in any competition offered on the Website must be at least 18 years of age or have reached the age of majority in their respective jurisdiction of residence, whichever is greater, at the time of registration or voting. By registering for or voting in any competition hosted on this Website, you affirm that you meet this requirement.

## **ERRORS AND INACCURACIES**

We strive to provide complete, accurate, up-to-date information on the Website. Unfortunately, despite those efforts, human or technological errors may occur. The Website may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

## **CHANGES TO WEBSITE OR THESE TERMS OF SERVICE**

Other than as may be required by law, we reserve the right to modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you, and you confirm that we shall not be liable to you or any third party for any modification to withdraw or withdrawal of the Website or any portion of it.

We may alter these Terms from time to time, and your use of the Website (or any part of the Website) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. **If you do not agree to any change to the Terms then you must immediately stop using the Website.**

The Website is subject to constant change. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

## **ORDERS**

Nothing on the Website constitutes a binding offer to sell you any products described on the Website or to make such products available in your area. We reserve the right at any time after receipt of your order to accept or decline your order, or any portion thereof, in our sole discretion, even after your receipt of an order confirmation or after your credit card has been charged. The prices displayed on the Website are quoted in U.S. dollars and must be paid in U.S. dollars. In the event a product is listed at an incorrect price, we have the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed or your credit card charged. If your credit card has already been charged for the purchase or you have already paid for the products and your order is canceled, we will issue a full refund to your credit card account or will otherwise refund any money you have paid for such cancelled products.

All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged will be clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include taxes or charges for shipping and

handling. All such taxes and charges will be added to your total price and will be itemized in your shopping cart and in your confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

## **REFUNDS**

No refunds, except as determined in our sole discretion.

## **EXTERNAL WEBSITES AND RESOURCES**

We are not responsible for the availability of any websites owned or controlled by third parties. We do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of any third party websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such third-party external sites or resources.

## **USER CONTENT**

The Website contains or may contain various interactive portions that allow users to post content on our Website ("User Content"). We have no obligation to actively monitor the User Content our users post on our Website, but we reserve the right to do so. We are not responsible for, nor do we vouch for the accuracy of, the content of any User Content. All User Content expresses the views and opinions of the user and does not necessarily reflect our views or opinions. We reserve the right, in our sole discretion, to edit, delete, or refuse to post User Content, for any reason whatsoever.

By using this Website, you agree that:

- You will not upload, post, email or otherwise transmit any material or other content that: (i) is defamatory, libelous, disruptive, threatening, invasive of a person's privacy, harmful, abusive, harassing, obscene, hateful, or racially, ethnically or otherwise objectionable; or that otherwise violates any law; (ii) contains software viruses or any other computer codes, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) infringes any person or entity's intellectual property rights (including but not limited to, patent, trademark, trade secret, copyright or other intellectual property right).
- You will not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- You will not repeatedly post the same or similar message ("flooding") or post excessively large or inappropriate images or content.
- You will not distribute or publish unsolicited promotions, advertising or solicitations for funds, goods or services, including but not limited to, junk mail, spam and chain letters.

User Content becomes public information. You should be very careful about posting personally identifiable information such as your name, address, telephone number or email address. If you post personal information online, you may receive unsolicited messages from other users in return.

If you submit any User Content, you grant to us, and any of our successors, licensees, assigns, and affiliates, a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display the User Content, and in any other media, now known or hereafter devised.

If you choose to communicate or meet with other users of the Website, you are doing so at your own risk. We do not, and have no obligation to, verify the identity of or otherwise screen our users for any reason. You acknowledge that there are risks, including the risk of physical harm, when dealing with strangers or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you may come in contact through the Website.

YOU REPRESENT AND WARRANT THAT:

- YOU HAVE THE FULL RIGHT, AUTHORITY, AND PERMISSION TO POST AND DISTRIBUTE ALL USER CONTENT YOU SUBMIT
- YOU ARE THE SOLE CREATOR OF ALL USER CONTENT, OR IF YOU ARE NOT THE SOLE CREATOR, YOU HAVE OBTAINED WRITTEN CONSENT FROM ANY THIRD PARTIES WHO HAVE CREATED OR HELPED CREATE SUCH USER CONTENT TO ALLOW YOU TO SUBMIT SUCH USER CONTENT TO THE WEBSITE
- ALL PERSONS FEATURED IN ANY USER CONTENT HAVE PROVIDED YOU WITH THEIR CONSENT TO ALLOW YOU TO SUBMIT SUCH USER CONTENT TO THE WEBSITE

If you believe that any User Content is inaccurate or objectionable, you should contact us by sending an email to [support@maxim.vote](mailto:support@maxim.vote). Please provide us with detailed information about the nature and location of the alleged objectionable material so that we may easily locate and investigate the same.

#### **INFRINGEMENT NOTICE**

We respect the intellectual property rights of others and require that our users do the same. If you believe your work has been copied in a manner that constitutes copyright infringement, or you believe your rights are otherwise infringed or violated by anything on the Website, please notify us by sending an email to the following address: [DMCA@maxim.vote](mailto:DMCA@maxim.vote).

In order for us to more effectively assist you, the notification must include all of the following:

- A physical or electronic signature of the owner of the right claimed to be infringed or the person authorized to act on the owner's behalf;
- A description of the copyrighted work or other right you claim has been infringed or violated;
- Information reasonably sufficient to locate the material in question on the Website;
- Your name, address, telephone number, e-mail address and all other information reasonably sufficient to permit us to contact you;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the rightful owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the right claimed to be infringed or violated or are authorized to act on behalf of the owner.

## **DISCLAIMERS**

WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO THE ACCURACY OF ANY INFORMATION ON THE WEBSITE. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR ARE FULLY FUNCTIONAL, ACCURATE, OR RELIABLE.

AS SET FORTH IN THE WEBSITE PRIVACY POLICY, YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE, AND THEREFORE SHALL NOT BE IN ANY WAY RESPONSIBLE FOR, THE SECURITY OR PRIVACY OF THE WEBSITE AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE WEBSITE BY YOU.

## **LIMITATIONS OF LIABILITY**

WE WILL NOT BE LIABLE FOR ANY ECONOMIC LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS) OR ANY LOSS OF GOODWILL OR REPUTATION, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY SPECIAL OR INDIRECT OR CONSEQUENTIAL LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE; IN ANY CASE WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF US AT THE DATE ON WHICH THE EVENT GIVING RISE TO THE LOSS OCCURRED.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

## **INDEMNIFICATION**

YOU AGREE TO BE FULLY RESPONSIBLE FOR (AND FULLY INDEMNIFY US AGAINST) ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, SUFFERED BY US AND ARISING OUT OF ANY USER CONTENT YOU POST TO THE WEBSITE AND ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES OR THESE TERMS OF SERVICE BY YOU OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THE WEBSITE, OR THE USE BY ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR COMPUTER OR INTERNET ACCESS ACCOUNT.

## **BINDING ARBITRATION AGREEMENT AND CLASS-ACTION WAIVER**

**Arbitration Agreement.** Except as otherwise stated below, any claim or dispute between you and us (or any of our subsidiaries or affiliates) arising out of relating in any way to the Website or our products or services shall be resolved through final, binding arbitration. This arbitration obligation applies regardless of whether the claim or dispute involves a breach of contract, tort, fraud, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory. Both you and we specifically acknowledge and agree to waive your right to bring a lawsuit based on such claim(s) or dispute(s) and your right to have such lawsuit resolved by a judge or a jury.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1 *et seq.*). Any arbitration will be commenced and administered by JAMS under the rules of JAMS, including JAMS Consumer Arbitration Minimum Standards [<https://www.jamsadr.com/consumer-minimum-standards/>]. Provided JAMS' criteria are met by the nature of the dispute, the arbitration shall be conducted under JAMS Streamlined Arbitration Rules & Procedures [<https://www.jamsadr.com/rules-streamlined-arbitration/>]. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, if you are unable to pay JAMS' costs, we will pay all arbitration fees and expenses. If JAMS is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with these rules, then another administrator that will do so will be selected by agreement of the parties.

The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon both you and us. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except that this sentence shall not apply to the Class Action Waiver provisions described below. The arbitrator will render a decision in writing. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award.

This Arbitration Agreement will survive the termination of your relationship with us.

**Excluded Disputes.** You and we agree that the following Disputes are excluded from this Arbitration Agreement: (1) any dispute, claim, or controversy arising out of or relating to an alleged violation of a party's intellectual property rights, including but not limited to claims of patent, copyright, trademark, or trade secret infringement. This category of claims and disputes shall be resolved through litigation in a court of competent jurisdiction, rather than through arbitration; (2) individual claims brought in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.

**Class Action Waiver.** To fullest extent permitted by applicable law, you and we agree to bring any claim or dispute, whether in arbitration, or court as permitted by these terms, ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION. There shall be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The arbitration will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity. Regardless of anything else in this Arbitration Agreement and/or the applicable JAMS rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of your relationship with us.

**One-Year Time Limit to Raise Disputes or Claims.** You agree that any dispute, claim or lawsuit, regardless of form, that may arise out of or related to these Terms or your use of the SITE, must be filed within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the dispute, claim(s) or lawsuit. After the expiration of the one-year period, such dispute, claim(s) or lawsuit will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.

**Thirty-Day Right to Opt Out.** You have the right to opt out of the arbitration requirement by sending written notice of your decision to opt out to the following e-mail address: [support@maxim.vote](mailto:support@maxim.vote) within thirty days after first becoming subject to these terms. Your notice must include your name and address, the email address you used to set up your online account (if you have one), and an unequivocal statement that you want to opt out of the arbitration requirement. In the event you opt out, all other parts of this Agreement will

continue to apply. Opting out of this arbitration agreement has no effect on any other obligations to arbitrate that you may currently have, or may enter in the future, with us.

**Waiver of Jury Trial.** BOTH YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, except as provided herein. We are instead mutually electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**Location.** You may choose to have the arbitration conducted by video conference technology such as zoom, or based on written submissions. Otherwise, the location of the arbitration proceeding shall take place in the city or state where you reside, unless each party agrees otherwise, or at another mutually agreed upon location.

**Severability.** If for any reason, any portion of these Terms, including this arbitration section, is found to be illegal, void or unenforceable, that portion will be severed, and it shall not affect the validity and enforceability of the remainder of these Terms which shall continue in full force and effect.

## **GOVERNING LAW**

These Terms of Service and any disputes between us shall be governed by the laws of the State of New York.

## **INVESTIGATIONS OF VIOLATIONS OF THESE TERMS**

We may investigate any reported violation of these Terms of Service and take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, removing posted content and/or reporting any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

## **NOTICE FOR CALIFORNIA USERS**

If our Website or any of our services is deemed an “electronic commercial service” under California Civil Code Section 1789.3, residents of California are entitled to know that they may file grievances and complaints with the California Department of Consumer Affairs. Information on how to file a complaint can be found here – <https://www.dca.ca.gov/consumers/complaints>.

We are located at 19100 Ridgewood Parkway, Suite 1200, San Antonio, TX 78259 and may be reached by email at [support@maxim.vote](mailto:support@maxim.vote). Please contact us with any issues with our Website that you have so that we may attempt to resolve such issues.

## **MISCELLANEOUS**

If any part of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Service and shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Service.

These Terms of Service and our Privacy Policies, and any other terms or agreements that may be posted on the Website (as may be amended from time to time) (“Website Agreements”) contain the entire agreement between you and us relating to the Website and your use of the Website and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in

relation to such matters. No oral explanation or oral information shall alter the interpretation of these Website Agreements. You confirm that, in agreeing to accept these Website Agreements, you have not relied on any representation except insofar as the same has expressly been made a representation in these Website Agreements, and you agree that you shall have no remedy in respect of any representation which has not become a term of these Website Agreements.

You may send us notices or communicate with us by email at [support@maxim.vote](mailto:support@maxim.vote). If you send us an email that asks for a response, and you do not receive a response within ten (10) business days, please send us another email as we may not have received your previous email. When you send e-mail to us, you are communicating with us electronically, and you agree that we may communicate with you electronically. You acknowledge that communications sent by email are not considered confidential communications. Therefore, please do not send us any confidential information by email.

DATE LAST MODIFIED February 20, 2025