

**FUNDERMAX NORTH AMERICA INC.**  
**WEB SITE TERMS OF USE**

**EFFECTIVE DATE:** March 1, 2021

**1. INTRODUCTION**

Welcome to [www.fundermax.us](http://www.fundermax.us) (this “*web site*”), the web site of FUNDERMAX NORTH AMERICA INC., a North Carolina corporation (the “*Company*” “*we*,” “*us*” or “*our*”) and the wholly owned subsidiary of FUNDERMAX GMBH, an Austrian corporation (the “*FunderMax*”). FunderMax is owned by Constantia Industries AG, one of the largest industrial companies in Austria.

**2. ACCEPTANCE OF THE TERMS OF USE**

These terms of use are entered into by and between each user of this web site (“*you*,” “*your*” or “*user*”) and the Company. The following terms and conditions, together with any documents or disclosures they expressly incorporate by reference (collectively, these “*Terms of Use*”), govern your access to and use of this web site, including any content, functionality and services offered on or through this web site, whether as a guest or a registered user or subscriber.

Please read the Terms of Use carefully before you start to use the web site. **BY USING THE WEB SITE OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, FOUND AT [privacy@fundermax.biz](mailto:privacy@fundermax.biz), WHICH IS HEREBY INCORPORATED HEREIN BY REFERENCE.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the web site.

This web site is offered and available to users who 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this web site, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet such requirements, you must not access or use the web site.

**3. CHANGES TO THE TERMS OF USE**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the web site thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law and Jurisdiction section herein will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the web site.

Your continued use of the web site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time

as you access this web site so that you are aware of any changes herein, as they are and will be binding on you.

#### **4. ACCESSING THE WEB SITE AND ACCOUNT SECURITY**

We reserve the right to withdraw or amend this web site, and any information, service or material we provide on the web site, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the web site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the web site, or the entire web site, to certain users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the web site.
- Ensuring that all persons who access the web site through your corporate or personal internet connection are aware of these Terms of Use and comply with them.

To access the web site or subscribe to certain resources that it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the web site that all the information you provide on the web site is correct, current, and complete. You agree that all information you provide to register with this web site or for its resources, including, but not limited to, through the use of any interactive features on the web site, is governed by our Privacy Policy [privacy@fundermax.biz](mailto:privacy@fundermax.biz), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this web site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## 5. INTELLECTUAL PROPERTY RIGHTS

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- To transmit, or procure the sending of, any advertising or promotional material , including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the web site, or which, as determined by us, may harm the Company or users of the web site or expose them to liability.

## **8. MONITORING AND ENFORCEMENT; TERMINATION**

We have the right to:

- Take any action with respect to any user that we deem necessary or appropriate in our sole discretion, including if we believe that such user is or has violated the Terms of Use, infringes any intellectual property right or other right of any person or entity or could create liability for the Company.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the web site.
- Terminate or suspend your access to all or part of the web site for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone violating these Terms of Use. YOU HEREBY WAIVE AND HOLD HARMLESS THE COMPANY AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

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## **9. CHANGES TO THE WEB SITE**

We may update the content on this web site from time to time, and to the extent that we rely on products, services or pricing of others, the content may not necessarily be complete or up-to-date. You agree not to hold us responsible for any information or content that is provided by others or is otherwise outside our immediate control.

## **10. INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEB SITE**

All information we collect on this web site is subject to our Privacy Policy [privacy@fundermax.biz](mailto:privacy@fundermax.biz). By using the web site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **11. LINKING TO THE WEB SITE AND SOCIAL MEDIA ACCOUNTS**

This web site may provide certain social media features, may link users to the Company's social media sites at Facebook, Instagram, LinkedIn, YouTube or Pinterest or may otherwise enable users to:

- Link from their own or certain third-party websites to certain content on this web site.
- Send emails or other communications with certain content, or links to certain content, on this web site.
- Cause limited portions of content on this web site to be displayed or appear to be displayed on their own or certain third-party websites.

You may use these features solely as they are provided by us, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the web site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, by framing, deep linking or in-line linking.
- Link to any part of the web site other than the homepage.
- Otherwise take any action with respect to the materials on this web site that is inconsistent with any other provision of these Terms of Use.

## **12. LINKS FROM THE WEB SITE**

If the web site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of third party sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third party websites linked to this web site, you do so entirely at your own risk and subject to the terms and conditions of use for such web sites.

## **13. GEOGRAPHIC RESTRICTIONS**

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**16. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective shareholders, officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the web site, including any use of the web site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the web site.

**17. GOVERNING LAW AND JURISDICTION**

All matters relating to the web site and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North



Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the web site shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina, in each case located in the City of Charlotte and County of Mecklenburg, although we reserve the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **18. ARBITRATION**

At the Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the web site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying North Carolina law.

#### **19. LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEB SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR SUCH CAUSE OF ACTION OR CLAIM IS AND SHALL BE PERMANENTLY BARRED.

#### **20. WAIVER AND SEVERABILITY**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **21. ENTIRE AGREEMENT**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and FUNDERMAX NORTH AMERICA, INC. regarding the web site and supersede all

prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the web site.

## **22. OUR CONTACT INFORMATION**

22.1 This website is owned and operated by FUNDERMAX NORTH AMERICA, INC.

22.2 Our principal place of business is located at 9401-P Southern Pine Boulevard, Charlotte, North Carolina 28273 (USA), phone: (980) 299-0035.

22.3 You can contact us:

(a) by mail to the address set forth in Section 22.2; or

(b) by telephone at the number set forth in Section 22.2 or at any other contact number published on our web site from time to time.

22.4 All other feedback, comments, requests for technical support and other communications relating to the web site should be directed to **contactfna@fundermax.biz**.