

# **Max Impact Solutions Group**

## **Terms and Conditions of Use Agreement**

### **1. Introduction.**

Thank you for reviewing our Terms and Conditions of Use Agreement (hereinafter the "Agreement") for DGM Investment Group Inc dba Max Impact Solutions Group, a collection of web sites accessible through [www.maximpactsolutions.com](http://www.maximpactsolutions.com) and [www.successinbusiness101.com](http://www.successinbusiness101.com), [www.retirementplansexposed.com](http://www.retirementplansexposed.com), among other URLs (collectively referred to as "Max Impact" or "the Sites"). The Sites are owned and operated by DGM Investment Group (hereinafter referred to as "DGM," "We", or "Us"). This Agreement applies to persons who visit, purchase from, or otherwise use the DGM Sites ("Users"). If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access the DGM Sites.

### **2. About Max Impact Solutions.**

Max Impact Solutions is a collection of websites focused on providing quality information, education, and e-books regarding innovative and exciting business and investment solutions and methods.

### **3. Availability and Eligibility.**

Our Sites are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our Sites are not available to children (persons under the age of 18). The Sites are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulation. By offering the Sites no distribution or solicitation is made by Max Impact Solutions to any person to use the Sites in jurisdictions where the provision of such sites or services is prohibited by law. Competitors are not authorized to access or use our Sites without express, written permission from us in advance of such access. If you do not qualify, please do not use our Sites.

### **4. User's Responsibilities and Acknowledgements.**

As a DGM User you are obligated to read this Agreement and our Privacy Policy before you utilize our Sites, purchase anything from us, or provide any information to us. You agree to read and be bound to the terms of this Agreement and those of our Privacy Policy and other policies we have now or may adopt in the future. You acknowledge and agree that we do not offer legal, professional, or financial advice. The Sites are provided for informational purposes only

### **5. Restricted Activities.**

You are prohibited from any use of the Sites or their content that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Your information provided to us and your activities on the Sites shall not: (a) be false, inaccurate or misleading; (b) be fraudulent; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation; (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) contain any viruses, Trojan horses, or the like, or other computer programming routines that may damage or interfere with the Site; and (g) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers. You may not copy, reproduce, modify, create derivative works from, distribute or publicly display any DGM content without the prior express written permission of DGM. You may not consummate any transaction on the Sites, or that was initiated using our Sites, that could cause us to violate any applicable law, statute, ordinance or regulation.

## **6. Breach.**

Without limiting other remedies, we may limit your activity, issue a warning, temporarily suspend, indefinitely suspend or refuse to provide our services to you if, within our sole and independent judgment: (a) you breach, or we anticipate that you are about to breach, this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe in our sole opinion that your actions may cause financial loss or legal liability for you, our Users or us. We can also terminate this Agreement at any time, with or without cause. If you violate or otherwise breach this Agreement, DGM will not issue any refunds of any amount to you.

## **7. Privacy.**

We only use your information as described in our Privacy Policy. Our current Privacy Policy is available at the bottom of <http://www.maximpactsolutions.com>. We may change the Privacy Policy in the future. You should check the Privacy Policy frequently for changes.

## **8. Third Party Providers and Links to Third Party Sites.**

The services of Max Impact Solutions are frequently provided by consultants who are self-employed, employed by third parties, or otherwise not subject to our direct oversight and control. While we endeavor to insure that these consultants have the necessary background and experience to render sound advice, we do not guarantee such advice and are not liable for any damages that may result from the use or inability to use such advice. There may be links established between this Site and other sites on the World Wide Web and Internet that are not under the control of, or maintained by, DGM. Such links do not necessarily constitute an endorsement by DGM of those sites. DGM undertakes no obligation to monitor such sites, and you agree that DGM is not responsible for the content of such sites or any technical or other problems associated with any such third-party sites, links or usage.

## **9. Intellectual Property.**

Max Impact Solutions contains intellectual property that is protected by the laws of the United States as well as international law. You may not publish, re-transmit, distribute, or otherwise make unauthorized use of the material on the Sites except as permitted under the applicable laws.

## **10. Email Policy.**

Please be advised that if you provide us with your email address, you have expressly granted us the right to contact you via email. You may opt out of receiving future emails by following the instructions at the bottom of each DGM email message.

## **11. Disclaimer of Warranties.**

WE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS PROVIDE OUR WEBSITES, PRODUCTS, AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

IN ADDITION, WE SPECIFICALLY DISCLAIM ALL WARRANTIES THAT THE SITES, PRODUCTS, OR SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; WILL BE ACCURATE, ADEQUATE, RELIABLE, COMPLETE, AND WE DISCLAIM THE USEFULNESS OF ANY OF THE CONTENT. WE DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE CONTENT; ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF DGM. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OF YOUR USE OF THE CONTENT. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, DGM DISCLAIMS ANY AND ALL SUCH WARRANTIES.

## **12. Limitation of Liability.**

IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING, INCLUDING NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR YOUR USE OF THE WEBSITES. OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF A) THE AMOUNT OF MONEY YOU PAY TO US IN ANY ONE YEAR OR B) \$100. IF THE FOREGOING LIMITATION IS FOUND TO BE INVALID, YOU AGREE THAT DGM'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR

NATURE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

### **13. Indemnity.**

You agree to indemnify and hold us and our officers, directors, agents, employees, contractors and suppliers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party, including but not limited to any claim arising out of your violation of this Agreement or your use of the Sites in violation of this Agreement or in violation of any applicable law. You further agree that you will cooperate fully in the defense of any such claims. DGM reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of DGM. You further agree to indemnify and hold harmless DGM from any claim arising from a third party's use of information or materials of any kind that you post to the Sites.

### **14. Dispute Resolution.**

You agree that any controversy or claim arising out of or relating to this Agreement and/or your use of the website, except for matters exclusively between registered or authorized users and not involving DGM, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted exclusively in Denver, CO and the judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or DGM may seek any interim or preliminary relief exclusively from a court of competent jurisdiction in Denver, CO necessary to protect the rights or property of you or DGM pending the completion of arbitration.

### **15. Licenses.**

DGM grants a limited license to each participant to make personal use only of the Sites in accordance with this Agreement. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Sites, making any derivative of the Sites, the collection and use of User e-mail addresses or other User information, or any data extraction or data mining whatsoever. You agree that you will not compile, reproduce, republish or resell for any commercial purpose any information on our Sites and not use any device, software or routine that may interfere with the operation of the Sites.

### **16. Waiver.**

Failure by DGM to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

### **17. Right to Change this Agreement.**

DGM reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Site or Services, at any time and in its sole and independent discretion. Any changes will be effective upon the posting of the changes on the Site. You are responsible for reviewing the changes. Changes to referenced policies and guidelines may be posted without notice to you. Your continued use of this Site and the Services following Interesting Marketing's posting of any changes will constitute your acceptance of such changes or modifications. If you do not agree to any changes to this Agreement, do not continue to use the Services or this Site.

## **19. General Provisions.**

This is the entire Agreement governing the use of Max Impact Solutions. No delay by either party shall waive rights under this Agreement. This Agreement is governed by, and to be construed in accordance with, the laws of the State of Colorado, without regard to that state's conflict of laws provisions. By using the Sites you expressly agree that personal jurisdiction and venue are proper exclusively in the state and federal courts located in the State of Colorado. No waiver of any breach of this Agreement shall be a waiver of any other provision of this Agreement, and no waiver shall be valid unless in writing signed by the parties. If any provision of this Agreement is held invalid, such provision shall be restated to reflect, as nearly as possible, the original intention of DGM in accordance with applicable law and the remainder of the Agreement shall remain in full force.