

MaxxSouth Website Terms of Use

1. General. These Terms of Use (the “Agreement”) govern your use of the MaxxSouth website. By using this service, you agree to be bound by the terms of this Agreement, which you acknowledge constitutes a valid agreement between you and MaxxSouth (“MaxxSouth”). We may change the terms of this Agreement from time to time to address new issues or situations. Any changes in our terms of usage will be incorporated into a revised Agreement that we will post on this website. By continuing to use the service after we post such notice, you agree to accept the new terms.

To participate in features offered on our website, we may request that you submit certain personally identifiable information about yourself, including your name and personal contact information (“personal information”). We may also gather certain types of non-personal information about your visit to protect the security of our visitors or our site or to make our content more enjoyable for all our visitors. All information gathered from visitors by this website will be governed by our Privacy Policy. If there is a conflict between the terms of this Agreement and our Privacy Policy, the terms of the Privacy Policy will prevail. Please carefully review our Privacy Policy to understand our collection, use and disclosure practices. In addition, your use of this MaxxSouth website online account management feature (“Online Bill Pay”) is governed by additional Terms and Conditions for Online Bill Pay Enrollment found at <https://www.maxxsouth.com/my-account-terms-and-conditions/>.

MaxxSouth may in its sole discretion and at any time modify or discontinue MaxxSouth.com. In addition, MaxxSouth may limit, terminate or suspend your use of or access to MaxxSouth.com or your membership and/or participation in our website activities without notice if, at any time, we discover that you have provided false information or violated any term of this Agreement, our Privacy Policy, or any other terms and conditions applicable to your use of MaxxSouth.com.

2. Use of MaxxSouth Content. You may use MaxxSouth.com content only for legal purposes. You may not use MaxxSouth.com or its services to publish, post, distribute or disseminate any defamatory, obscene or other unlawful material or information, including another’s proprietary information, without express authorization from the rights holder. You may not use MaxxSouth.com to collect or harvest personal information, including Internet addresses, about other MaxxSouth.com users.

MaxxSouth attempts to maintain the content of its website up to date, but is not responsible for any defects that exist in MaxxSouth.com or any resulting lost profits or other consequential damages. MaxxSouth does not represent that this website will be error free and does not warrant that it is suitable for the particular purpose that you have in mind when using it. If you find any material on the site that you believe to be inaccurate, we encourage you to bring it to our attention. Please forward a copy of the material, the page address and an explanation of your objection to the material via [MaxxSouth.com/contact-us/](https://www.maxxsouth.com/contact-us/).

By posting messages, uploading files, inputting data, or engaging in any other form of communications through this service, you are granting MaxxSouth and its affiliated entities a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to:

1. Use, copy, sublicense, adapt, transmit, retransmit, distribute and/or publicly perform or display any such communication;
2. Sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the communication.

The foregoing grants shall include the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark, patent laws or the law of ideas under any relevant jurisdiction.

By submitting material to MaxxSouth.com, you are representing that you are the owner of the material or are making your submission with the express consent of the owner. Submitting material that is the property of another without the express consent of its owner, is not only a violation of this Agreement, but may also subject you to legal liability for infringement of copyright, trademark or other intellectual property rights.

3. Eligibility for Features/Services. This website provides detailed information about MaxxSouth and its services and is intended for adult visitors. To participate in certain offerings made available via this website, such as sweepstakes and/or promotional events, you must meet the designated minimum age requirements (for example, eighteen years of age or older). We may establish specific rules and terms for participation in each sweepstakes and/or special event and will post this information on our website. Any additional posted policies or requirements on our website for special events or other site features are deemed incorporated into this Agreement. To the extent there is a conflict between any additional posted requirements and this Agreement, the posted requirements for a specific feature or service will govern.

We will not knowingly collect personal information from visitors under thirteen years of age for activities or features on our website. Upon discovery of the participation of a person under thirteen years of age in such activities, his/her registration or participation will be canceled immediately and all personal information will be deleted from our files.

Visitors may be required to select a password, user name, or other security item for certain website features. You are responsible for maintaining the confidentiality of your password and any other registration information. You agree to immediately notify us of any unauthorized use of your password or other registration information and further agree to indemnify and hold MaxxSouth, its parents, affiliates, subsidiaries, operational providers and partners harmless for any improper or illegal use of your password or registration information.

Visitors participating in our website features may change, update or delete certain information submitted to us through our website via [MaxxSouth.com/contact-us/](https://www.maxxsouth.com/contact-us/). If your e-mail address is canceled, becomes inactive or inaccessible for an extended period of time, we may cancel your

registration and delete all or part of your profile, to the extent allowed by law and in accordance with our security measures.

4. Copyright and Trademark Notice. All documents and information on this site are copyrighted materials of MaxxSouth and its licensors. These documents and information may not, under any circumstances, be resold or redistributed without the prior written consent of MaxxSouth and/or the appropriate licensor. Requests for permission to reproduce or redistribute materials found on this site should be sent to MaxxMarketing@MaxxSouth.com.

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5. Disclaimer of Warranties and Liability. Please read this disclaimer carefully before using MaxxSouth.com. In the event that MaxxSouth or its affiliated entities have provided links and pointers to Internet sites maintained by third parties, unless expressly stated otherwise, no inference or assumption should be made and no representation may be implied that either MaxxSouth or its affiliated entities operate or control in any way any information, products or services on these third-party sites.

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THAN DIRECT DAMAGES. THE TYPES OF DAMAGES EXPRESSLY EXCLUDED AND MADE NON-RECOVERABLE BY THIS PROVISION INCLUDE, WITHOUT LIMITATION, ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF MAXXSOUTH AND ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO THE SERVICE OR FOR THE USE OF THE SERVICE.

6. Termination. This Agreement is effective until terminated by MaxxSouth, at any time without notice. In the event of termination, you are no longer authorized to access the public areas of the site, and the restrictions imposed on you with respect to material downloaded from the site, the disclaimers and limitations of liability set forth in this Agreement shall survive.

7. Indemnification. You agree to indemnify and hold harmless MaxxSouth, its parents, affiliates, licensees and their respective directors, officers, employees and agents from and against all liabilities, claims damages and expenses, including attorneys' fees, arising out of your use of the Site, or your violation or alleged violation of the terms of this Agreement.

8. Notices and Procedures for Making Claims of Copyright Infringement. If you believe in good faith that materials we host on this website infringe on your copyright, you (or your agent) may send us a notice, in accordance with the requirements set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"), requesting that we remove or block access to the infringing material. If you believe in good faith that someone has wrongfully filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright>. Notices and counter-notices should be sent to: 105 Allison Cove, Oxford, MS 38655

9. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi without giving effect to any principles of conflicts of law. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.