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Because all servers have limited capacity and are used by many people, do not use D-MAX INTERNATIONAL Sites in any manner that could damage or overburden any D-MAX INTERNATIONAL server, or any network connected to any D-MAX INTERNATIONAL server. Do not use D-MAX INTERNATIONAL Sites in any manner that would interfere with any other party's use of the D-MAX INTERNATIONAL Sites.

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To the maximum extent permitted by law, D-MAX INTERNATIONAL will not be liable for any consequential, incidental, special, direct, or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the D-MAX INTERNATIONAL sites and third party content, inconvenience or delay). This is true even if D-MAX INTERNATIONAL has been advised of the possibility of such damages or losses.

Except as otherwise required by law, D-MAX INTERNATIONAL will not be liable to you or anyone else for any loss resulting from a cause over which such D-MAX INTERNATIONAL does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government.

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As a condition of your use of the D-MAX INTERNATIONAL Sites, you agree to indemnify and hold D-MAX INTERNATIONAL and its Third Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the D-MAX INTERNATIONAL Sites, or from your violation of these Terms.

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TERMINATION

D-MAX INTERNATIONAL reserves the right to terminate your usage of the D-MAX INTERNATIONAL Sites at any time, for any reason, with or without cause and without prior notice.

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If for any reason any provision of these Terms and Conditions is deemed invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

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Unless otherwise agreed, these Terms and Conditions and their enforcement are governed at the sole discretion of D-MAX INTERNATIONAL, without regard to principles of conflicts of rules, and shall inure to the benefit of D-MAX INTERNATIONAL's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with D-MAX INTERNATIONAL.

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you are agreeing to these terms on behalf of a company or other legal **D-MAX INTERNATIONAL END USER LICENCE AGREEMENT**

GOVERNING LAW AND JURISDICTION

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4. **RISKS.**

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You agree that D-MAX INTERNATIONAL may collect and use technical data and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support and other services to you (if any) related to this EULA.

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7. **TERMINATION**

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9. NO WARRANTY:

D-MAX INTERNATIONAL does not make any express or implied warranties about the software, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The software is made available to you "as is" and "as available" and D-MAX INTERNATIONAL does not warrant that any defects or inaccuracies will be corrected. D-MAX INTERNATIONAL does not warrant that the software will meet your needs, or that your use will be uninterrupted, timely, secure or error-free. D-MAX INTERNATIONAL also makes no warranty that the results obtained from the use of the software will be accurate or reliable, or that the quality of any products, services, information, or other material related to the software will meet your expectations. No oral or written information or advice given by D-MAX INTERNATIONAL or its authorised representative shall create a warranty. D-MAX INTERNATIONAL and its third party content providers, third party licensors and any affiliates thereof do not make any express or implied warranties regarding the accuracy or timeliness of any and all information provided via the software. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

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To the extent permissible by law, in no event shall D-MAX INTERNATIONAL, any third party content provider, any third party licensor or any affiliates thereof be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses ("losses"), arising out of or related to your use or inability to use the software, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if D-MAX INTERNATIONAL, any third party content provider, any third party licensor or

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Unless otherwise agreed, this EULA and its enforcement is governed by the laws of the state of New York, without regard to principles of conflicts of law, and shall inure to the benefit of D-MAX INTERNATIONAL's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with D-MAX INTERNATIONAL in New York or elsewhere. Provided however, that nothing herein shall prevent D-MAX INTERNATIONAL from bringing any action in the courts of any other jurisdiction. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Licence shall continue in full force and effect.

12. GOVERNING LANGUAGE.

Any translation of this Licence is done for local requirements or for your convenience. In the event of a dispute between the English and any non-English versions, the English version of this Licence shall govern, to the extent not prohibited by local law in your jurisdiction.

13. MODIFICATIONS TO THE EULA.

D-MAX INTERNATIONAL reserves the right to change the terms and conditions of the EULA at any time with or without notice by posting such changes on the www.D-MAX INTERNATIONAL.com website. You are responsible for regularly reviewing these terms and conditions for any modifications and agree to be bound by the same.

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