

MAXGROUP BUSINESS SOLUTIONS CUSTOMER SERVICE AGREEMENT

ARTICLE 1: SERVICE DESCRIPTION

A.) Whereas, MaxGroup Business Solutions, LLC ("MaxGroup") provides All-In-One messaging and marketing services ("Service") to Customer on a software-as-a-service platform. The Service's features are described and updated regularly at: www.MaxGroupBusiness.com MaxGroup currently offers four (4) different Core Service Plans and two (2) Real Estate Plans with different features, benefits and pricing. (See the Plans & Pricing Documents.) Customers can change plans by notifying their Representative or at: Support@MaxGroupBusiness.com

B.) "ROLL-OVER TEXT CREDITS": Like Roll-Over mobile phone plans, Roll-Over texts aren't accumulated forever. Unused text credits remain in the accounts balance for a rolling period of 6 months (six billing cycles), or to a maximum of 6,000 credits, whichever comes first. Upon the anniversary date of the month following 6 months, unused texts that are over 6 months old are removed, but the account is then immediately credited with the additional text credits depending upon their plan. Any account that exceeds 6,000 credits is always reduced to 6,000 total credits in holding or "banked." Per our definition, this still represents Roll-Over text credits. Service Plans may be viewed at: www.MaxGroupBusiness.com

ARTICLE 2: SERVICE TERMS – NO LONG-TERM CONTRACTS

Each Service Plan is leased from MaxGroup on a month-to-month basis and the cost of the Plan charged monthly on the anniversary of your activation date in advance. There is no long-term contract and the Plan can be discontinued at any time by providing notice of 30 calendar days prior to anniversary date to MaxGroup at: Support@MaxGroupBusiness.com or by calling MaxGroup Customer Care at: (727) 577-2225.

ARTICLE 3: SUPPORT

MaxGroup will provide support to its Customers by Representative, email, regular newsletters, webinars, conference calls, and many other tools including archived tutorials on the Company website. For further support email MaxGroup at: Support@MaxGroupBusiness.com You may contact MaxGroup Marketing and Customer Care at: (727) 577-2225 Monday thru Friday from 9:00 AM to 5:00 PM EDT excluding holidays.

ARTICLE 4: TERMS OF PAYMENT – CREDIT CARD PROCESSING

Payment processing is handled by MaxGroup via a standard merchant account system on a monthly recurring basis for the Plan & Price selected. **The Customer authorizes MaxGroup for the recurring credit card charge until such a time as the account is cancelled and/or inactivated.**

"Direct-Billing" Customers may be billed via invoice monthly. Invoices are sent out 3 weeks before date due. Customers who do not pay by the date due will be notified via email, their account will remain active, but they will not be able to access it for use until payment is made and the account brought current. Also, any direct bill customer who doesn't pay by the date due, will lose all accumulated text credits until payment is made. At that time, only one month's text credits will be restored. Accounts that are behind payment by one month are subject to termination of account and loss of all data.

ARTICLE 5: TERM AND CANCELLATION POLICY

There is no long term contract commitment. The Customer has by 5:00 PM EDT of the 3rd business day after this activation agreement date to cancel and receive a FULL REFUND including the activation fee by emailing the Company at: Support@MaxGroupBusiness.com or calling: (727) 577-2225. Regarding subsequent months, Customer shall provide a notice of 30 calendar days to MaxGroup BEFORE the recurring charge date. If no such notice is given, the next recurring charges are non-refundable. Contacting the MaxGroup Rep does NOT constitute required Company contact.

NOTE: SHOULD CUSTOMER CANCEL OR BECOME INACTIVE (NON-PAYMENT) CUSTOMER PERMANENTLY FORFEITS AND LOSES ALL RIGHTS TO DATA INCLUDING NAMES, EMAIL ADDRESSES AND PHONE NUMBERS IN THEIR CUSTOMER DATA BASE. FURTHERMORE CUSTOMER PERMANENTLY FORFEITS ANY UNUSED TEXT AND/OR EMAIL AND/OR OTHER FEATURES DESCRIBED IN THE SERVICE PLAN. ALL OF THE ABOVE REVERT TO BECOME THE PROPERTY OF MAXGROUP.

ARTICLE 6: ANTI-SPAM AND PRIVACY

Customer agrees to abide by the rules and guidelines established by each wireless carrier and CAN-SPAM Act. Customer agrees to follow MaxGroup's terms, privacy policies, and anti-spam guideline. Failure to abide by them will cause suspension of service. All policies and guidelines are described in the CUSTOMER SECTION on the MaxGroup website. All messages going through MaxGroup system will be monitored for compliance of the above. Any account knowingly or unknowingly contributing to SPAM or violation of carrier rules, at MaxGroup's sole discretion, will be suspended without any refund. MaxGroup reserves the right to refuse to send, post, or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. Customer agrees MaxGroup is not considered a "secure communications medium" and that no expectation of privacy is afforded in the event that such service is monitored and/or disclosed.

ARTICLE 7: DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

A) MAXGROUP EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE MAXGROUP SERVICE WILL BE ERROR-FREE, TIMELY, SECURE OR UNINTERRUPTED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY MAXGROUP, ITS EMPLOYEES, OR AGENTS WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

B) UNDER NO CIRCUMSTANCES WILL MAXGROUP OR ITS REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE MAXGROUP SERVICE, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY INFORMATION OBTAINED ON THE MAXGROUP SERVICE; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO MAXGROUP RECORDS, PROGRAMS OR SERVICES. YOU HEREBY

ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT MAXGROUP IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM MAXGROUP AND ITS AFFILIATES.

C) UNDER NO CIRCUMSTANCES, UNDER THE TERMS OF THIS AGREEMENT, SHALL DAMAGES INCLUDE LOSS OF BUSINESS, OR LOSS OF PROFITS, WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, PRODUCT LIABILITY, OR OTHERWISE, TO ANY PARTY IN PRIVY TO THIS AGREEMENT, OR ANY THIRD PARTY NOT SO SITUATED.

D) THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

ARTICLE 8: ENTIRE AGREEMENT

Each Service Agreement between MaxGroup and the Customer is on a month-to-month basis. MaxGroup reserves the right to amend its plans, pricing, features, services and policies as it sees fit from time to time at its sole discretion. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties regarding the products and services provided hereunder and supersedes any prior Agreements between the parties with respect thereto. No oral statements from any Rep or other individual shall alter or amend this agreement unless in writing from MaxGroup Corporate.