

Terms & Conditions

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1. Acceptance of Agreement

You agree to the terms and conditions outlined in this Terms of Use Agreement (“Agreement”) with respect to our website (the “Site”). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

2. Copyright

The content, organisation, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by Section 4 below, is strictly prohibited. All rights are reserved. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. Some of the content on the site is the copyrighted work of third parties.

3. Service Marks

Max Prospect and others are our service marks or registered service marks or trademarks. Other product and company names mentioned on the Site may be trademarks of their respective owners.

4. Permitted Uses of the Site

You are granted a non-exclusive, non-transferable, revocable license to use the site. Our software can be used for obtaining quotations and information from third party suppliers for goods or services. We are not party to any agreement you may undertake with any third party and you have not appointed us to act as your agent or adviser. You agree: (a) to access and use the Site strictly in accordance with this Agreement; (b) to use the Site solely for internal, personal, non-commercial purposes; and (c) to print out information from the Site solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein. Any telephone calls to our customer services may be recorded for training and security purposes.

5. Restriction of Use

Your license for access and use of the Site and any information, materials or documents (collectively defined as “Content and Materials”) therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted by Section 4 above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved there of; (b) use the Site or any materials obtained from the Site to develop, as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any content and materials from the Site; (d) use any content and materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site; (f) make any portion of the Site available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture; (h) use any automatic or manual process to harvest information from the Site; (i) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Site in a manner that violates any law regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United Kingdom.

6. No Relationship

Information contained on or made available through the Site is not intended to and does not constitute professional advice or recommendations under any circumstance. The information in the site is intended for general information only. We do not warrant or guarantee the accurateness or completeness of the information and you should be aware that the information may be incomplete or out of date. To the extent permitted, we disclaim all warranties, terms and representations as to the accuracy of the information. Your use of information on the Site or materials linked to the Site is entirely at your own risk.

7. No Relationship

You may provide links to the Site, provided (a) that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Site, (b) your site does not engage in illegal activities, and (c) you discontinue providing links to the Site immediately upon request by us.

8. Advertisers

The Site may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

9. Registration

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information. Each registration is for your personal use only and not on behalf of any other person or entity. We do not permit (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorised use.

10. Errors

Corrections and Changes We use reasonable endeavors to amend any errors as soon as practicable, however we do not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Site at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

11. Third Party Content

You may provide links to the Site, provided (a) that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Site, (b) your site does not engage in illegal activities, and (c) you discontinue providing links to the Site immediately upon request by us.

12. Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

13. Indemnification

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, legal representatives, advertisers, product and service providers, and affiliates (collectively, “Affiliated Parties”) harmless from any liability, loss, claim and expense, including reasonable legal fees, related to your violation of this Agreement or use of the Site.

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15. Disclaimer

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16 Limitation of Liability

We and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) any errors in or omissions from the Site or any services or products obtainable there of; (b) the unavailability or interruption of the Site or any features thereof; (c) your use of the Site; (d) the content contained on the Site; or (e) any delay or failure in performance beyond the control of a covered party.

17. Use of Information

We reserve the right, and you authorise us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy. All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, a “Submission”) will forever be our property and you understand and agree that we may use this information to contact you for any reason in the future. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a

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18. Third Party Services

We may allow access to or advertise certain third-party product or service providers (“Merchants”) from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfilment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of or purchase from such Merchants is at your sole risk and is without warranties of any kind by us, expressed, implied or otherwise including warranties of title, fitness for purpose, merchantability or non-infringement. Under no circumstances are we liable for any damages arising from the transactions between you and merchants or for any information appearing on merchant sites or any other site linked to our site.

19. Third Party Merchant Policies

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant sites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

20. Privacy Policy

Our Privacy Policy is a part of this Agreement and may change from time to time. You may review this Privacy Policy by clicking on this link.

21. Payments

You represent and warrant that if you are purchasing something from us or from Merchants that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

22. Link to other Websites

The Site may contain links to other websites. We are not responsible for the content, accuracy or opinions express on such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on our Site does not imply approval or endorsement of the linked website by us. If you decide to leave our Site and access these third-party websites, you do so at your own risk.

23. Information and Press Releases

The Site may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

24. Legal Compliances

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the content and materials provided there in