



This privacy policy applies to the services and products available under the domains [www.cmaxndse.com](http://www.cmaxndse.com), [www.cmaxsales.net](http://www.cmaxsales.net) and [www.cmaxteam.com](http://www.cmaxteam.com) (each and collectively, the “Website”). By visiting the Website you agree to be bound by the terms of this privacy policy. If you do not agree with the terms of this privacy policy, please do not access the Website. CMAX NDSE LLC (“CMAX”) may change this privacy policy at any time.

### **Collection of Information**

CMAX will ask you for certain personal information, such as your name, company name, address, phone number, fax number, e-mail address, user ID and password, buying interests and professional associations, so that you may register to access the Website. Certain other information may be requested prior to and as needed to complete a transaction that you have initiated through the Website.

CMAX may also request that you respond to inquiries regarding your experience with the Website, so that it may better serve you through the Website. You may choose not to respond to those inquiries.

### **Use of Information**

The information that you provide will be used to complete transactions that you initiate on the Website, to communicate back with you and to inform you from time to time about products or services that may be of interest to you.

CMAX may track certain information based upon your use of the Website. CMAX may use that information for internal research purposes so that CMAX can better determine your needs and the needs of other users of the Website. Information that may be tracked may include your user name, IP address and browser type.

CMAX may disclose personal information in cases when CMAX believes that disclosing the information is required by law or in connection with a judicial or regulatory proceeding or investigation. CMAX may also disclose personal information, when CMAX believes that disclosure of such information may prevent injury to the Website or to others. CMAX may disclose personal information, if CMAX determines that disclosure of such information may be necessary to consummate the transaction that you have initiated through the Website.

CMAX will not sell or rent your personal information to others.

**Changing or Modifying Your Information.** You can modify or change your personal information at any time by accessing the Website. You can remove the personal information that you have provided by accessing the Website or contacting CMAX at (888) 537-8123.



## **“Cookies”**

The Website uses “cookies”, a data collection device, to promote and measure the effectiveness of the Website. By using “cookies” you may be required to enter information less frequently, thereby increasing your enjoyment in the use of the Website. “Cookies” may also allow us to target you for certain products which may be of particular interest.

You may decline our use of “cookies”, if your browser permits. Please be aware, however, that if you decline such use, it may have a negative impact on your efficient use of the Website.

## **Password**

You are responsible for all actions taken with your User ID and password. If your User ID or password has been compromised at any time, CMAX recommends that you immediately contact the Compliance Administrator at (888) 537-8123.

## **Security**

The Website uses SSL encryption to provide security of the data that is transmitted on the Website by its users. Information sent outside of the Website, such as information sent to us by e-mail, may not be secure. Please do not transmit to us information that you wish to keep private by e-mail.

## **Dispute Resolution**

If a dispute arises between CMAX and you in connection with the Website or this Privacy Policy, such dispute will be settled by arbitration administered by the American Arbitration Association in Palm Beach County, Florida, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over that award. The arbitration award will be final and binding upon both parties. The award will be in writing and signed by the arbitrator(s). The award will include a determination with respect to all of the claims submitted to the arbitrator(s) and all of the questions submitted to the arbitrator(s) that are necessary in order to determine the controversy. The award will specify the prevailing party and the amount awarded relative to each claim submitted to the arbitrator(s) for decision. Each party shall pay its own attorneys’ fees in connection with any dispute, and the fees of the arbitrator(s) will be divided equally between the parties. In the event this arbitration provision is found to be unenforceable or inapplicable for any reason, then you agree jurisdiction for any action or claim arising hereunder shall be exclusively in the state and federal courts of Florida, with venue in Palm Beach County, and each party irrevocably consents to the personal and subject matter jurisdiction of said courts.



### **Limitation on Damages.**

THIS PRIVACY POLICY IS INTENDED TO NOTIFY YOU THAT CMAX MAY DISCLOSE PERSONAL INFORMATION YOU PROVIDE ON THE WEBSITE. CMAX IS NOT LIABLE FOR ANY DAMAGES, INCLUDING GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, LOST PROFITS OR BUSINESS INTERRUPTION, OF ANY KIND RELATING TO THIS PRIVACY POLICY OR YOUR USE OF THE WEBSITE. YOUR SOLE REMEDY FOR DISATISFACTION WITH THE WEBSITE IS TO NOT USE THE WEBSITE. REGARDLESS OF THE LIMITATIONS OF LIABILITY IN THIS PARAGRAPH, IF CMAX IS FOUND LIABLE FOR ANYTHING IN CONNECTION WITH THIS PRIVACY POLICY OR THE WEBSITE, CMAX'S LIABILITY TO YOU OR TO ANY THIRD PARTY SHALL BE LIMITED TO THE LESSER OF: (A) ACTUAL DIRECT MONETARY DAMAGES; OR (B) \$1000.00. IF THE FOREGOING LIMITATION IS INVALID, CREDIMAX'S TOTAL LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

### **Changes to Privacy Policy**

Changes to this privacy policy will be posted on the Website.

**PURCHASER'S ELECTRONIC ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BIND PURCHASER TO THE TERMS OF THIS AGREEMENT WITHOUT ANY FURTHER EXECUTION OR DELIVERY OF THIS AGREEMENT.**