

Legal:

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2. You agree that infringement of any intellectual property of MAD associated with the MADSCAN website, and the MADSCAN software, including but not limited to, your attempt to copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, share, transmit, create derivative works from the MADSCAN software or other material from the MADSCAN website, will cause irreparable harm to MAD, and you agree that injunctive relief at court, including without limitation a temporary restraining order, shall be necessary to prevent such harm to MAD and you consent to the issuance of such injunctive relief and if necessary Mad will litigate and prosecute to protect its property, assets and ownership and seek if applicable punitive damages and attorney's fees. Unless the law deems otherwise New York law shall govern and New York shall be the jurisdiction where any dispute shall be brought.

V. Subscription Service

1. You understand and acknowledge that as part of the Madscan services we offer the opportunity to download and install our software on a computer or electronic device of your choice provided you are authorized to and it's legal, however you understand that any such download or re-download is strictly contingent on and subject to you applying for and obtaining a valid and legal Username and Password before utilizing the MADSCAN software in any way.

2. You understand and acknowledge that Madscan does offer a paid subscription and as such you are aware and understand without duress or ambiguity that if you sign up for a paid subscription that you are agreeing to a reoccurring monthly billing charge. When you first subscribe, you will be charged until the end of the calendar month on a prorated basis for the number of days remaining in the calendar month in which you subscribe. The prorated charge for each day shall be based on a 30-day month. Thereafter, you will be charged the agreed upon subscription fee on the first day of every month following the date on which a paid subscription is first ordered. Unless explicitly agreed otherwise between you and an authorized Mad manager as evidence in writing and signed by an authorized Mad representative, the credit card (or debit card) you provide when you first sign up will be charged automatically on the first of each month without any advance notice until the paid subscription is cancelled or otherwise terminated by you. You agree that if at any time the credit or debit card expires, is lost stolen or otherwise cancelled by you that you will immediately contact us to update your billing information and provide a valid and accurate credit and or debit card. You agree and understand that in the event of any authorized refund **NO CASH/CHECK REFUND MAY BE MADE ON BANK CARD PURCHASES.**

3. You understand and agree that in any event when you are billed for a portion of a month for example when you subscribe in the middle of the month, at any such time you will be charged for each day that your subscription exists a prorated amount based on a 30-day month. Paid subscription days may not be split and any portions of a day during which a paid subscription continues will be charged in full for the entire day. All days begin and end at 12:00 a.m., Eastern U.S. time.

4. You may cancel your paid subscription service by providing notice to MAD at least ten (10) business days (excluding weekends and US legal holidays) prior to the start of the next billing cycle (the first day of the next calendar month). Your cancellation request must come in the form of an email sent to: support@madscan.com and should include the following information: (1) the complete and full name of the user (2) the complete and accurate e-mail address used to open the account (3) clear instructions that you wish to cancel your paid subscription.4) We ask that you please include in the subject line of the e-mail the caption "CANCEL SUBSCRIPTION."

5. You understand and agree that MAD may change the paid subscription rates at any time provided however that Madscan offer its users a one-month advance notice such that the new paid subscription rate will be effective starting on the first day of the next calendar month. Said notice may come in the form of a public announcement on the homepage of the website or via individual email.

6. You agree that you will promptly update your registration data following subscription in the event your information or credit card (or debit card) billing information changes, or in case you suspect unauthorized use of your subscription or breach of security, including loss, theft, or unauthorized disclosure of your password or credit card (or debit card) information. In the event of a breach of security, you will remain liable for any unauthorized use of your subscription until you update your registration data.

VI. Modification and Monitoring of Website

1. You understand and do hereby agree that MAD reserves the right, in its sole discretion, to change, modify, add or remove portions of these terms and conditions at any time and to monitor any and all use of the MADSCAN website. Accordingly, it is your responsibility to check this Agreement for any changes from time to time. You understand and do hereby agree that by accessing the Madscan website and/or the use of the MADSCAN website, the MADSCAN software, or any service thereof, whether via a paid, unpaid, trial and or free subscription, after the posting of such modification(s), will constitute adequate, complete and legal acceptance by you of all of the modified Agreement. Any terms and conditions proposed by you which are in addition to or which conflict with this Agreement are expressly rejected by MAD and shall be void.

2. You understand and agree that MAD may, at any time and with or without any stated reason, discontinue or modify the MADSCAN software and/or the MADSCAN website without prior notice to you, and you agree that your continuing use of the MADSCAN software and/or the MADSCAN website will constitute your acceptance of those changes or modifications. Further, you agree that MAD may, at any time and with or without any stated reason, alter this Agreement.

3. You agree and warrant to utilize the MADSCAN software and the MADSCAN website only so long as MAD approves of your use. MAD may at any time without prior notice terminate your use or access to the MADSCAN software and the MADSCAN website.

Cancellations

You may cancel your paid subscription service by providing notice to MAD at least ten (10) business days (excluding weekends and US legal holidays) prior to the start of the next billing cycle (the first day of the next calendar month). Your cancellation request must come in the form of an email sent to: support@madscan.com

and should include the following information: (1) the complete and full name of the user (2) the complete and accurate e-mail address used to open the account (3) clear instructions that you wish to cancel your paid subscription.4) We ask that you please include in the subject line of the e-mail the caption “CANCEL SUBSCRIPTION.”

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Refund Policy

You understand and warrant to us that in the event you breach of any of the terms of this Agreement that it may result in immediate termination of your subscription or rights to access our website and services, without advance notice of any kind, and you agree warrant and understand that upon such a breach by you, MAD shall not refund any subscription fees paid or incurred up to said violation and for that billing cycle.

MAD does not offer refunds except for situations where senior management wishes to waive this policy. Management decision to waive this NO refund policy will be judged on a case by case basis and take into account length of use, type of use amongst other factors. Management has no obligation to review your request for a refund and refers you back to this ZERO REFUND POLICY! In the event you did not breach our Agreement, however you still wish to cancel your subscription you acknowledge and agree that we OWE YOU NO MONEY BACK. You have utilized our services in light of this agreement and this specific NO REFUND POLICY and thus you cannot ask us for a refund due to the software or site “not working to your liking” or “not meeting your expectations” We refer you to this Agreement and the fact that in plain English we spelled out over and over that we have made NO guarantees

promises or warranties of any kind and offer no money back guarantees. You agreed and understood this and nevertheless chose to subscribe and utilize our services. In consideration for your payment we made the service available to you and granted we did not do so with any guarantee or promise or warranty or money back refund offers, we still in good and absolute faith made our services available to you and you did use them knowingly and willingly and with the non guarantee and no warranty of any kind or sort in clear mind. As such you agree that it would be unjustified and immoral to access our website read the terms and conditions of this agreement, reread the billing section again, read and understand that we make no promises or money back guarantees or warranties about our products quality, for you to agree to all of the terms and conditions including this section related to payment, take the time to sign up obtain a user name and password and utilize our services and proprietary information and knowledge for your personal gain and then turn around ask for a refund or contact your credit card issuer disputing the charge. By definition you are unable to access this site and to sign up for any service without first **READING AND AGREEING in full to this agreement and all its terms and conditions. As such you are fully aware that no warranty of service quality or promise or guarantee implied or explicit exists and that you have assumed the risk and accepted this willingly and knowingly and by we were and are unable to charge your credit and or debit card without your full acceptance of these terms and conditions and complete agreement part of which is that if you do not “like” or find value in our service or wish to cancel after you have used it you cannot ask for a refund. You agree as such without exception that you will not attempt to dispute said charges either with Mad or by contacting your credit card issuer to ask for such a refund or to dispute the charges in any form or fashion and that in any event if you do so, you agree and warrant to allow us to show this clause and or the entire agreement to any such credit card issuer to validate the charges and show that you agreed, were warned and made an informed and unilateral decision and have availed yourself of our services willingly and knowing and the charges were justified, accurate and clear and forthcoming and that your use and continued use of our services and access to our site paid or unpaid was and is always contingent and subject to your cooperation with, **ACCEPTANCE OF** and in strict accordance with this Agreement. As such we will do whatever we are allowed to within the law to aggressively fight any such dispute if made by you and you agree and acknowledge that this may include ligation and that we will seek attorney’s fees and punitive damages if allowed. Furthermore it is understood by you and by using our services, accessing our site and or subscribing to the site that you understand and warrant that by accessing our site reading this**

Agreement and continuing to use our services and or paying for them that you have waived your right to a refund or charge back and as such you agree not to dispute the valid charges, but in fact you agree to assist MAD in good faith to make certain we are paid what we are owed and the credit card issuer does not charge back the rightful fees. Your assistance shall includes but is not limited to you showing the credit card issuer this Agreement and this specific clause and any other information necessary to show that your purchase and use of our service was an arm's length, bona fide transaction and for valuable consideration you did receive at all times our services and that we never made any warranty or guarantees or promises as to accuracy or quality or success as per this Agreement and that ALL TIMES the Agreement of use and all the terms and conditions of service and use were available to you but moreover a necessary part of our coming to allow you to use our website and or services and that you are not allowed to avail or use or access our site let alone sign up for a subscription and or pay monies to use BEFORE YOU HAVE READ AND AGREED TO THIS ENTIRE AGREEMENT, WITHOUT EXCEPTION and as such you knowingly with complete assumption of risk and knowing the extent of our services and that our site and services and or alerts come without any guarantee of suitability, warranty of suitability or promises of any kind, or warranties of success or any other warranties, or money back guarantees of any kind and as such, you have legally and intentionally waived any right to dispute the charges you legally incurred. In the event you continue to dispute valid charges and attempt to seek a refund thereby potentially causing us a chargeback, you understand that we will vigorously challenge and if necessary litigate against you and or the credit card issuer, seeking if applicable and allowed under governing law, both punitive damages as well as attorneys fees. Furthermore it is understood and agreed by you and you do hereby grant us complete and absolute permission to pull your personal file and log and/or information including but not limited to times dates, times of use, length of time spent on the site, types of services used and any other proprietary and or non propriety information or information and or records generated internally at Mad by virtue of your use of or accessing or subscribing to our service and or website and any other internal information and/or records that tells us about your accessing and or use of our website and or services and that this information is owned exclusively by us and that we shall deliver it to and provide all or some of it to the credit card issuer and or the courts in the event of a dispute based on your breach of our terms and that this shall not in any form or fashion constitute a breach of your privacy and that you understand that you have no claim to or right in this information and records related and pertaining to your accessing, visiting and or utilizing and or signing up and or

subscribing to our services and or site and you agree by virtue of using our site and thereby agreeing without exception to this Agreement that these records belong solely to Madscan LLC and the Mad family and may and will be if necessary used to validate your use and prove a breach and for any other purpose as we deem fit in the event of a charge dispute by you.

VII. Jurisdiction and Applicable Law

1. You understand and agree, unless otherwise specified, MAD controls and operates the MADSCAN website from our offices within the State of Florida. If you choose to access the MADSCAN website from other locations, you do so with your own initiative and you are responsible for compliance with any applicable local laws. The laws of the State of Florida govern this Agreement without regard to its conflict of law provisions.

2. You understand and agree that if you take legal action or lodge any type of claim or grievance relating to this Agreement or file any type of claim or grievance against MAD or the MAD Family, you agree to file such action only in the federal or state courts or tribunals located within the State of Florida, and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any such action.

VIII. Severability and Entire Agreement

1. You agree that if any provision or clause of this Agreement is deemed unlawful, void or unenforceable for any reason, that specific provision and/or clause will be deemed severable from the remainder of this Agreement and will not affect the validity and enforceability of the remaining terms, conditions and provisions making up this Agreement. The failure of MAD to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

2. This Agreement constitutes the entire agreement between you and MAD relating to the use of the MADSCAN website and the MADSCAN software. However you understand and agree that you may also be subject to additional terms and conditions when you use affiliate services and/or third-party content or third party software on the Madscan website and you agree and warrant that

you will obey and comply in full with all the terms and conditions of these third parties without exception.

If after having read this agreement and all its terms you do not agree to be bound by THE ENTIRE AGREEMENT AND ALL OF ITS Terms of Use, kindly exit this site at this time and do not return to or utilize any part of the MadScan website and or software. Therefore It is understood by you and you do hereby agree and warrant that by continuing to stay on our site and or use our site or any of its services including but not limited to subscribing whether paid or unpaid, whether via a trial or non trial whether directly accessing our website or via a third party link, whether as an individual or as part of a group, nevertheless by accessing the site, and or remaining on the site and or using the site and or subscribing to the site in any form or fashion that you HAVE READ THIS ENTIRE AGREEMENT have waived the opportunity to exit the site and wish to utilize and access our site and be subject to all the terms and conditions and the use Agreement without exception and have duly read and agreed to the Agreement FROM START TO FINISH AND ALL THE CLAUSES AND PROVISIONS IT CONTAINS AND WISHING TO BE BOUND BY ALL ITS TERMS AND CONDITIONS WITHOUT EXCEPTION AS EVIDENCED BY YOUR WILLING AND CONTINUED AVAILMENT, USE AND OR ACCESS TO AND OF OUR SITE AND OR SERVICES. In the event of a cancellation you agree to destroy any copies or version of our software that you may have on any and all your electronic devices.

THERE IS ONLY ONE WAY TO NOT BE BOUND BY THIS AGREEMENT AND THAT IT TO LOG OUT AND EXIT OUR WEBSITE IMMEDIATELY AND FOR GOOD. OTHERWISE, BY VIRTUE OF YOUR USE, ACCESSING AND OR SUBSCRIPTION YOU ARE WARRANTING AND DO HEREBY AGREE AND WISH TO WARRANT THAT YOU HAVE READ ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND WILLINGLY AND KNOWINGLY WISH TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS AND CONTINUE WITH ACCESS TO OUR SITE.

You understand and agree that in any event when you are billed for a portion of a month for example when you subscribe in the middle of the month, at any such time you will be charged for each day that your subscription exists a prorated amount based on a 30-day month. Paid subscription days may not be split and any portions of a day during which a paid subscription continues will be charged in full for the entire day. All days begin and end at 12:00 a.m., Eastern U.S. time.

I certify that I am at least 18 years of age.

END OF AGREEMENT