

MXM Services

Terms of Service/Policies and Procedures Purpose

(16 August 2010)

This Terms of Service Agreement ("Agreement") sets forth the legally binding terms for your use of the MXM Services. By using the MXM Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the MXM Website, including through a mobile device, or otherwise use the MXM Services without being registered), "Permitted User" (which means that you have registered with and agree to the terms of MXM), or you are a "Member" (which means that you have registered with and agree to the terms of MXM). Hereafter, the term "Member" refers to a Visitor, Permitted User or a Member. You are only authorized to use the MXM Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and the terms of this Agreement. Please read this Agreement and save it. If you do not agree to be bound by this Agreement and to follow all applicable laws, you should leave the MXM Website and discontinue use of the MXM Services immediately. If you wish to become a Member, communicate with MXM Employees and/or make use of the MXM Services, you must read this Agreement and indicate your acceptance during the registration process.

MXM may modify this Agreement from time to time and such modification shall be effective upon posting by MXM on the MXM Website. Your continued use of the MXM Services after MXM posts a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

MXM reserves the right, in its sole discretion, to reject, refuse to link, or remove any website, banner ad(s), splash page(s) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the MXM Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. MXM expressly reserves the right to remove your website and/or deny, restrict, suspend, or terminate your access to all or any part of the MXM Services if MXM determines, in its sole discretion that you have violated this Agreement or pose a threat to MXM and/or its Members.

Membership Terms of Service

By signing up for MXM Services, and logging into and using your MXM back office, you agree to the following terms and conditions:

I hereby authorize MXM to charge my credit card or bank account on file every month for the amount of the plan I have chosen until I submit my cancellation request through my back office on the MXM website or a call a Marketing Rep.

I agree to contact MXM regarding any billing charges which I dispute in order to resolve these disputed charges with MXM.

In addition, I understand that MXM will only charge my credit card or bank account once per thirty (30) calendar days for monthly service fees as stated in the above terms, and whenever I authorize via e-mail or fax the purchase of any additional services or products offered by MXM.

I understand that my monthly Membership fee(s), and all other services provided by MXM are for setting-up my account with MXM which includes a personal MXM website, back office tools, mass e-mail, sub domain name, and hosting of my MXM website.

I understand that the monthly service fee(s) is set-up as recurring billing which means it will be automatically charged to my credit card or withdrawn from my bank account every thirty (30) calendar days until I cancel my MXM account. Additionally, I understand that I may not be entitled to any refunds of the service. I understand that the official cancellation date of my account with MXM is based on when I submit my cancellation request through email or USPS.

Policies and Procedures Purpose

The Policies and Procedures Purpose is to facilitate a smooth integration of Members into the MXM program and assist them in understanding compliance and regulations of the MXM program. The policies and procedures are effective as of 8/16/2010, and will replace/supersede any previous versions of Policies and Procedures.

Section 1. MXM

1.1 MXM is a Global Marketing Firm that provides various services to its Members.

1.2 This agreement is between MXM and the individual(s) who has been assigned a MXM website and back office account, herein after referred to as the Member. This agreement is effective upon the date Membership is activated, and may be terminated by either party.

1.3 MXM exercises no control whatsoever over the content of the information passing through its professional marketers. MXM offers limited guarantees based on written statements only. Guarantees apply only to the products indicated in writing. Expressed or implied guarantees are void unless indicated in writing. MXM also disclaims any guarantees of merchantability or fitness for a particular purpose. MXM will not be responsible for any damage suffered from direct or indirect use of its products or services provided by any company introduced by MXM. MXM specifically denies any responsibility for accuracy or quality of products obtained through its services.

1.4 MXM is strictly a service provider. No guarantee is made that financial projections will be realized by using MXM. Members only receive commissions from network marketing companies they are involved in. Any financial projections or representations of financial projections concerning any network marketing company are not guaranteed or deemed accurate. MXM is not responsible for any guarantees or projections, either implied or solicited, concerning any network marketing company. As with any business opportunity, there are a number of significant variables to be considered when joining a network marketing company. No guarantee is made that financial projections will be realized or that business strategies will not be modified to meet changing conditions within a network marketing company.

1.5 Any Member associated with MXM WILL NOT cross recruit or solicit Members from any network marketing company associated with the Members of MXM. MXM will terminate any Membership or Member who deviates from this policy.

1.6 Each Member agrees to make monthly payments to MXM for the MXM service(s) the Member has chosen to use. Fees for these services are due every thirty (30) days and will be charged to the credit card, or withdrawn from the bank account on file. Member accounts are in default if payment is not received within 15 days of the due date. Accounts in default may have their service interrupted until the account is paid in full. Each Member agrees to pay a service fee of \$30.00 per insufficient fund incident.

1.7 MXM and the products represented by any network marketing company may only be used for lawful purposes. Failure to observe and abide by the rules and policies of MXM, and any company represented by MXM or attempts to disrupt the natural course of business, may result in suspension or early termination of the Member's account, but will not release the Member from financial obligation.

1.8 MXM reserves the right to change the services offered, the companies it affiliates with, or modify these Terms of Service/Policies and Procedures. It is the responsibility of the Member to review the MXM Terms of Service and Policies and Procedures in the back office for any updates or changes.

1.9 Request for termination of the Membership must be submitted twenty-four (24) hours prior to the last day of service. Termination does not relieve the member of past obligations or charges. If the member defaults, the member agrees to pay MXM reasonable expenses, including, but not limited to, attorney and collection fees incurred in enforcing its rights under these terms and conditions.

1.10 MXM reserves the right to terminate any Member from MXM for any reason deemed appropriate by management.

Section 2. POLICIES

2.1.1 By using MXM marketing system you agree to all MXM's policies.

Section 3. NETWORK MARKETING COMPANIES

3.1 In the course of its operations, MXM has a number of Members that are involved in different network marketing companies.

3.1.1 A MXM Member base within a network marketing company does not indicate a relationship with that company. MXM is not affiliated with any Network Marketing Company in any form whatsoever.

3.2 All Network Marketing Companies maintain their own set of policies and procedures and regulations for participation within their organization. In order to sign-up for one of these companies, MXM Members must complete all sign-up requirements, including agreeing to the specific Network Marketing Company's policies and procedures.

3.3 It is the duty of each individual Member to be aware of all updated policy changes related to the Member's Network Marketing Company. This document is not meant to represent or imply any policies or procedures for any Network Marketing Company; instead, it is meant to set forth the conditions, policies, and procedures for MXM.

Section 4. ETHICS

4.1 All Members are expected to operate ethically with MXM and other companies/individuals. Consequently, Members of MXM are required to:

4.1.1 Be honest and fair in their dealings with MXM and their representations of MXM when discussing MXM with others.

4.1.2 Truthfully fill out and continually update all personal information relevant to their MXM account.

4.1.3 Become familiar with, and accept, the MXM Terms of Service and Policies and Procedures as agreed upon.

4.1.4 Report and discourage any unethical actions or practices that are in contrast to MXM policies or practices.

4.1.5 Be respectful and professional in their communications, whether in person, e-mail, telephone, or fax, with MXM and its employees.

Section 5. MEMBERSHIP POLICIES

5.1 Membership Requirements. To become a MXM Member, each applicant must:

5.1.1 Be 18 years of age or older.

5.1.2 Fill out a complete and accurate application.

5.1.3 Read and agree to MXM's terms of service via e-mail activation.

5.2 Personal Membership: Personal Memberships are allowed within MXM. A Member may have as many personal Memberships within MXM as they wish, provided they agree to the payment and individual responsibilities of each Membership. Personal Members will not be allowed to join an affiliate company in violation of their Policies or Procedures in regards to placement or active distributor stations. It is the responsibility of every Member/Membership to familiarize themselves with the policies and procedures of affiliate companies to see if multiple Memberships within that organization are allowed. MXM takes no responsibility for potential problems occurring within affiliate companies for multiple accounts/beneficial interest positions.

5.3 Corporations: Corporate Memberships are allowed by MXM, as long as such relevant information, including, but not limited to, the corporate EIN is provided, and Corporate Officer's personal contact information is provided. An individual may have numerous corporate Memberships within MXM through different corporations, provided they accept all responsibilities of each Membership. Corporate Memberships will not be allowed to join an affiliate company in violation of their policies or procedures in regards to placement or active distributor stations.

5.4 Partnerships: Partnership applications, including those of limited liability companies, are allowed for MXM Membership provided they disclose all relevant information as needed by MXM. Partnerships may have numerous Memberships within MXM, provided they accept all responsibilities of each

Membership. Partnerships will not be allowed to join an affiliate company in violation of their policies or procedures in regards to placement or active distributor stations.

5.5 Trusts: Trust applications are allowed for MXM Membership provided there is full disclosure of all relevant information needed by MXM. Trusts may have numerous Memberships within MXM, provided they accept all responsibilities of each Membership. Trusts will not be allowed to join an affiliate company in violation of their policies or procedures in regards to placement or active distributor stations.

5.6 Other Entities: Other entities are allowed for MXM Membership provided there is full disclosure of all relevant information needed by MXM. Other entities may have numerous Memberships within MXM, provided they accept all responsibilities of each Membership. Other entities will not be allowed to join an affiliate company in violation of their policies or procedures in regards to placement or active distributor stations.

Section 6: MEMBERSHIP

6.1 Members of MXM receive services and benefits associated with their MXM Membership.

6.2 Members are not employees, independent contractors, agents, partners, or parties in a joint venture with MXM. Members may become or may already exist as one or more of the preceding representations with a Network Marketing Company but that relationship exists in its entirety with that Network Marketing Company and not MXM. No Member will represent or imply that they represent or work for MXM in their dealings with others.

6.3 Service Claims: No false or misleading claims or expectations in regard to MXM or the services it represents are permitted, including, but not limited to:

6.3.1. Income claims

6.3.2 Opportunity claims

6.3.3 Growth claims

6.3.4 Governmental Endorsement.

Section 7. CANCELLATION

7.1 To terminate Membership with MXM relieves the Member of their obligation to pay further account charges. The monthly Membership fees are not refundable. Request for termination of the Membership must be submitted twenty-four (24) hours prior to the last day of service. Termination does not relieve the Member of past obligations or charges. If the Member defaults, the Member agrees to pay MXM reasonable expenses, including, but not limited to, attorney and collection fees incurred in enforcing its rights under these terms and conditions.

7.1.1 Cancellation of a MXM Membership does not terminate an individual's Membership in any Network Marketing Company(s) they are involved in. A MXM cancellation ONLY cancels MXM Services for that individual or company.

7.1.2 It is the responsibility of the Member to cancel any and all Network Marketing Company Memberships themselves, if they so desire.

7.1.3 ALL PURCHASES OF LEADS ARE FINAL. No refunds will be issued. All Members receive a copy of their purchased leads, via e-mail, to do with as they please.

7.1.4 Chargeback's are prohibited. All refunds if any will be issued through MXM based on the Terms of Service.

Section 8. DISCIPLINARY ACTION

8.1 MXM reserves the right to take disciplinary action against any Member in violation of these policies and procedures, including, but not limited to, termination or suspension.

Section 9. TRADEMARKS

9.1 All trademarks, logos, literature, and forms produced or owned by MXM remain the property of MXM.

9.1.2 Member acknowledges that MXM is the owner of the trademarks appearing on or used in relation to MXM and the associated goodwill. Unless MXM expressly agrees in writing, the Member has no right or license to use all or any MXM trademarks.

9.1.3 Member acknowledges that copyrighted material whether in printed or electronic form belongs to MXM and the Member do not have any rights to reproduce or translate it (in whole or in part) without the prior written consent from MXM. Any reproduction or translations shall belong to MXM, and the Member's right to use them will cease on termination of this Agreement.

Section 10. WHO IS SUBJECT TO MXM THIRD PARTY GUIDELINES?

10.2.1 IMPORTANT: If you use any MXM material on your website or link to www.mymxm.net, you will be using such material under permission from MXM, Inc. ("MXM"). The full terms of this permission are set out below in the Third Party Guidelines. MXM may withdraw this permission at any time on notice to you. You must then immediately stop using any MXM materials and/or comply with the other directions of MXM. You should continue to check this page for updates and amendments to these Third Parties Guidelines, as you will be deemed to have accepted variations after they have been posted. These Third Party Guidelines are issued by MXM and must be observed by any entity or person who runs a website or web page(s):

(a) That link to www.mymxm.net or any websites owned by MXM (the "Websites");

(b) That refer to, comment on or otherwise feature in any way MXM or MXM Back Office; such person or entity under (a) or (b) above being referred to in these Third Party Guidelines as the "Permitted User."

10.3. PERMITTED ACTS.

10.3.1 MXM grants the Permitted User a non-exclusive, limited, revocable right to:

(a) Provide a hypertext reference link to the initial, top-level display of the Website (i.e. the "Homepage"), as identified by the Uniform Resource Locator ("URL") <http://www.mymxm.net>, solely for purposes related to MXM and only for the purpose of linking the Permitted Users website to the Website (the "Link");

(b) Use the name " MXM " on their website strictly for purposes related directly to MXM and strictly in accordance with these Third Party Guidelines; and

(c) Use the MXM logo, banner ads, and splash pages solely for the purpose of creating and describing the Link, such logo to be used in dimensions of 200 pixels wide and 42 pixels high and in a manner and form that makes it entirely clear that the MXM Logo is a link to the Website.

10.3.2 The names "MXM" and "MXM Back Office" together with the MXM Logo are trademarks of MXM. They are referred to in these Third Party Guidelines as the "MXM Property ".

10.3.3 MXM may from time to time make available a selection of photographs and news releases for use on a free of charge basis by bona fide media outlets for editorial and non-commercial purposes.

10.4. PROPRIETARY RIGHTS.

The Permitted User acknowledges that this Website and its contents are proprietary to or licensed by MXM and protected under copyright, trade mark, design, database and other intellectual property laws.

10.5. THE MXM LOGO.

If providing a Link, the Permitted User shall properly and accurately display the MXM Logo in connection with any display and description of the Link on the Permitted User's website. The MXM Property shall only be used in a form stipulated by MXM and the Permitted User shall observe any reasonable directions given by MXM as to the colors and size of representations of the MXM Property and their manner and disposition on the website.

10.6. FURTHER LIMITATIONS AND REQUIREMENTS.

10.6.1 The Permitted User shall not:

(a) With the exception of the MXM Property (which may only be used as specifically set out herein), reproduce, transmit, display, publish, copy or distribute without the express prior written consent of MXM, the Websites or their content (including without limitation, all text, images, software, media, present or future trade or service marks, trade names, designs, logos, names, data, databases, liveries, copyright works or other indicia or material whether registered or unregistered, and any other materials on the Website);

(b) In any way suggest that MXM is endorsing any products or services other than its own or those of its official sponsors;

- (c) Misrepresent the relationship between the Permitted User and MXM or present any other false information about MXM;
- (d) Display or use a Link in a manner that causes the Website or any portion of its content to display within a frame, be associated with or displayed in proximity to any advertising or sponsorship, or otherwise incorporate Website content into a third-party website;
- (e) Display or use an inline link to any information file contained in the Website;
- (f) Alter, block or otherwise prevent display of any content of the Website;
- (g) Link to the Website through any other URL or mirrored website;
- (h) Link to the Website or use the MXM Property if the Permitted User's website may reasonably be considered to be obscene, defamatory, harassing, offensive or malicious, or if the Website infringes any third party rights or otherwise does not comply with all applicable laws or regulations;
- (i) Defame or disparage MXM or any of its affiliate network marketing companies, events, members or employees;
- (j) Use in relation to its website or otherwise any domain name featuring the phrases "MXM", "MXM Back Office", or any colorable similar wording;
- (k) Use the MXM Logo for any purpose other than the creation of a Link to the Website as set out hereunder;
- (l) Sell advertising space or linkage directly to buyers or indirectly through automated markets such as (but not limited to) Google AdSense or Overture;
- (m) "MXM", "MXM Back Office" or any hyphenated or misspelled variations in conjunction with any network marketing-related content; or
- (n) Use any mark, logo or name which is similar to the MXM Property in respect of the website.

10.6.2 The Permitted User shall:

- (a) Display reasonably prominently on its website the following trademark wording: The names "MXM", "MXM Back Office" and the MXM Logo are the trademarks of MXM and are used by permission. ;
- (b) Promptly make such changes to its website as may be requested by MXM, provided that such changes relate to MXM, its intellectual property (including the MXM Property) or any of MXM's websites, events, members or employees; and
- (c) If requested by MXM, display prominently on each page of its website the following disclaimer:
"MXM Affiliate site"

Section 11. SERVICES PROVIDED

11.1 The services provided by MXM are many and varied. They include, but are not limited to:

11.1.1 Personal Replicated Website

11.1.2 Network Marketing Company Education

11.1.3 Access to Marketing Coach

11.1.4 Educational Materials

11.1.5 Marketing Services, including Tools

Section 12. PERSONAL RECRUITMENT

12.1.1 MXM is a service-based company and therefore offers no compensation for an individual that refers new Members to MXM. MXM does, however, offer marketing services, including, but not limited to, Marketing Coaches that help Members sign-up new individuals into their network marketing organization. Many individuals are referred to MXM and MXM helps Members add individuals to their organization in a network marketing company through personal sponsorship or other means.

Section 13. OPT-IN TO AUTOMATIC ENROLLMENT

By opting in to automatic MLM enrollment, you the MXM Member agrees to the following:

13.1 That if you do not wish to participate with the next MLM Company, you will respond to the Opt out Email sent with every new MLM Company before the lock down process is initiated.

13.2 To allow MXM to give your information provided at MXM sign-up to the MLM Company that MXM is joining at that time. As well as your information is correct at all time to give the MLM Company.

13.3 That the MLM Company may charge your Credit/Debit or Checking account for the amount of their required sign-up and auto ship fees, or any other fees that the MLM Company may require to sign up as a distributor.

13.4 You also agree to their Terms of Service, Bylaws, or other policies that are required to sign-up as a distributor. This information will be submitted to you via email as well as on the MLM Company Website.

13.5 You also agree to that MXM is not liable for any issues involving the MLM Company.

Section 14. E-MAILS

14.1 As part of MXM marketing services, Members have the ability to send out e-mails. Members are not allowed to send out spam e-mails to individuals they do not know. It is the responsibility of Members to inform themselves about and comply with all legal protocol in regards to e-mailing instituted by their local or national government or governing body.

14.2 MXM Members will only use approved e-mail content. This includes all e-mails provided by MXM to its Members or any e-mail that has been approved by the MXM Marketing Department.

Section 15. CONTENT POSTED

15.1 MXM may reject, refuse to post or delete any Content for any or no reason, including Content that in the sole judgment of MXM violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. MXM assumes no responsibility for monitoring the MXM Services for inappropriate Content or conduct. If at any time MXM chooses, in its sole discretion, to monitor the MXM Services, MXM nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the Member submitting any such Content.

15.2 You are solely responsible for the Content that you post on or through any of the MXM Services, and any material or information that you transmit to other Members and for your interactions with other Members.

Section 16. LIMITATION ON LIABILITY

IN NO EVENT SHALL MXM BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE MXM SERVICES, EVEN IF MXM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MXM 'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO MXM FOR THE MXM SERVICES DURING THE TERM OF MEMBERSHIP.

Section 17. DISPUTES

The Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah, without regard to its conflict of law provisions. Member and MXM agree to submit to the exclusive jurisdiction of the courts located within the State of Utah to resolve any dispute arising out of the Agreement or the MXM Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

Section 18. INDEMNITY

You agree to indemnify and hold MXM, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the MXM Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or if any Content that you post on or through the MXM Services causes MXM to be liable to another.

Section 19. ENTIRE AGREEMENT

This Agreement is accepted upon your use of the MXM Website or any of the MXM Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and MXM regarding the use of the MXM Services. The failure of MXM to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. MXM is a trademark of MXM This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. Please contact us at: support@mymxm.net with any questions regarding this Agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.