



MAYSENSE

SUITE 160, 3751 SHELL ROAD,
RICHMOND, BC V6X 2W2

INFO@MAYSENSE.COM
MAYSENSE.COM

TERMS OF USE

1. Acceptance of Terms

THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE SITE. BY USING THE SITE YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

MAYSENSE International Holdings Ltd. (collectively "MAYSENSE" or "we", "us", "our") provides access to the MAYSENSE web site, located at www.maysense.com (the "Site") subject to your acceptance of this MAYSENSE Membership Agreement ("Agreement"). MAYSENSE may update this Agreement from time to time without prior notice to you. We encourage you to review this Agreement periodically for any updates or changes.

By accessing, browsing, framing, using and/or linking to the Site, you become a User (defined herein in Section 2) and agree to be bound by the terms of this Agreement. This Agreement was initiated on May 20, 2022. When using a particular feature of the Site, you may also be subject to any posted guidelines, rules, terms of service, acceptable use policies, privacy policies, or other contractual provision as noted. In the event of a conflict between any other agreement, rule, policies, or terms of service and this Agreement, the provisions of this Agreement shall govern. If you have any questions about this User Agreement please contact MAYSENSE by e-mail at info@maysense.com before using the Site.

We will communicate with you by email or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If you are a MAYSENSE Brand Affiliate you agree that your use of this Site is subject not only to these Terms of Use but also to the terms and conditions of your Brand Affiliate Agreement.



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2. Types of Users

Any person accessing, browsing, or otherwise using the Site, either manually or via an automated device or program, shall be deemed a "User" under this Agreement. By accessing this Site and becoming a User you certify that you are 19 years of age or older.

3. Privacy

You agree that you have read and understand the terms of MAYSENSE's Privacy Policy, which can be accessed at the bottom of page at maysense.com and is incorporated by reference into this Agreement as if fully set forth herein.

4. Use of the Site; Modifications

(a) You understand that MAYSENSE cannot and does not guarantee or warrant that files available for downloading from the Site will be free of infection or viruses, worms, Trojan horses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

(b) MAYSENSE reserves the right to add to, modify or discontinue the Site or portions of the Site at any time in its sole discretion. Any such additions, modifications or discontinuations will be subject to these Terms of Use.

(c) MAYSENSE Independent Brand Affiliates. MAYSENSE Independent Brand Affiliates ("Brand Affiliates") are independent third party contractors of MAYSENSE and MAYSENSE is not responsible or liable for the statements, acts or omissions of such Brand Affiliates, whether in connection with this website or in any other context. You acknowledge and agree that



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MAYSENSE has no control over, and is not responsible or liable for any information, in any medium, provided to you by a Brand Affiliate. MAYSENSE does not confirm the accuracy or reliability of any materials created or distributed by Brand Affiliate in any medium, including, but not limited to, the internet.

5. System Integrity

You may not use any device, software or routine to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Site including but not limited to unsolicited e-mail (i.e. "Spam").

6. No Warranties

MAYSENSE does not make any express or implied warranties, representations or endorsements whatsoever (including, but not limited to, warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the site, the site content, any merchandise or services provided through the site or on the internet generally, unless specifically stated on the site for a particular product or service and MAYSENSE shall not be liable for any cost or damage arising either directly or indirectly from any transactions entered into through the site. Some provinces or regions united may not permit the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

MAYSENSE does not warrant that the site or services will meet user requirements, or that the site or services will be uninterrupted or error-free or that defects in the site will be corrected. The site and the content and services made available on the site are provided on an "as is" and "as available" basis.



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7. System Outages

MAYSENSE periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. MAYSENSE shall have no liability whatsoever for the resulting unavailability of the Site or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, nondelivered of information caused by such system outages, or any third party acts or any other outages of web host providers or the Internet infrastructure and network external to the Site.

8. Indemnification

You agree to indemnify, defend and hold MAYSENSE and its parent company, affiliates, subsidiaries, officers, directors, employees and agents harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including actual attorneys' fees) resulting from (i) your use, misuse or abuse of the Site, (ii) your misuse of services or goods provided through the Site, or (iii) your breach of any provision of this Agreement. You will cooperate as fully as reasonably required in MAYSENSE's defense of any claim. MAYSENSE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of MAYSENSE.

9. Intellectual Property

The contents of the Site, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the "Content") is the property of MAYSENSE and/or its affiliates or partners, and is protected by federal and international copyright and trademark laws, or other proprietary rights. These rights are protected in all forms, media and technologies existing now or hereinafter developed. You may print and download portions of material from the different areas of the Site solely for your personal non-commercial use or your non-commercial use within your organization or as otherwise permitted. No portion of the



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Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark of MAYSENSE or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or rights under any MAYSENSE copyright.

10. Limitation of Liability

Under no circumstances shall MAYSENSE or any other party involved in creating, producing, or distributing the site be liable for any direct, indirect, incidental, special, or consequential damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages) that result from (i) the use of or inability to use the site (ii) the cost of procurement of substitute merchandise or services resulting from any merchandise, data, content or services purchased or obtained or transactions entered into through or from the site; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the site. you hereby acknowledge that this paragraph shall apply to all content, merchandise, and services available through the site.

11. Your Account Obligations

In consideration of your use of the Site you agree to: (i) provide true, accurate, and current and



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complete information about yourself or your organization as prompted by the Site (the “Registration Information”); and (ii) maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the Site and future access to the Site. You are responsible for maintaining the confidentiality of your password and account number, and are fully responsible for all activities that occur under your account number and password. You agree that your password may be used to attribute an electronic record and electronic signature to you. Therefore, you shall not disclose your passwords or account identification information to third parties. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. MAYSENSE shall not, in any manner, be responsible or liable for fraudulent purchases that are made using your compromised password.

12. Purchases and Product Pricing

(a) Product Purchases and Pricing. All billing and other information submitted to this Site must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use, and, if you are a Brand Affiliate, may also be a breach of your Brand Affiliate Agreement. By completing the checkout process you agree to accept and to pay for the product(s) or service(s) requested. You represent and warrant that you have the legal right to use any credit card or other payment means used to complete any transaction.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, MAYSENSE shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. MAYSENSE shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and the User’s credit card charged. MAYSENSE reserves the right in its sole discretion to refuse or cancel any order for any reason. If your credit card has already been charged for the purchase and your order is canceled, MAYSENSE shall immediately issue a credit to your credit card account in the amount of the charge.



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MAYSENSE attempts to be accurate in all product descriptions. Nevertheless, MAYSENSE does not warrant that any product description or other content on the Site is accurate, complete, reliable, current, or error free. If you find a product is not as described your sole remedy is to return it pursuant to MAYSENSE's return policy.

MAYSENSE reserves the right, with or without prior notice, (a) to impose conditions on the honoring of any coupon, coupon code, promotional code or other promotion, (b) change a product description, (c) limit the availability of any product or service, (d) refuse to provide any User or customer with any services.

(b) Promotions. This Site may contain contests or promotions that require you to send material or information about yourself or your distributorship in order to participate. Please note that any such contest or promotion offered through the Site may be governed by a separate set of terms and conditions, that may include, among other things, eligibility requirements such as age limits and geographical restrictions, If you decide to participate in such contests or promotions it will be your responsibility to familiarize yourself with any relevant terms and conditions, and by your participation you agree to comply with any such terms and conditions which shall be binding and final in all respects.

(c) Refunds. The primary purpose of MAYSENSE and its brand affiliates is to sell high quality products to customers. If you desire to return a MAYSENSE product, then please consult the return policies, which may be found at <https://www.maysense.com>

(d) Any claim or cause of action with respect to this Site must be commenced within one year after the claim arises. Price and availability of any MAYSENSE Product or Service may be changed at any time without notice.

13. No Endorsement of Content and Links to Other Web Sites

Any links to other sites are provided as merely a convenience to the Users of this Site. This Site



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may provide links or references to other sites but MAYSENSE has not reviewed all of these other sites, has no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from any such content. MAYSENSE does not endorse or make any representations about these sites, or any information or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of these other sites linked to this Site, you do so entirely at your own risk.

14. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the province or territory in which you reside.

15. Choice of Forum

(a) MAYSENSE Brand Affiliates, Preferred Customers and ISR Program Participants. If you are a MAYSENSE Brand Affiliate, a preferred customer or an ISR Program participant, then any dispute arising out of or relating to the use of the Site or purchases of services made through the Site will be resolved through the arbitration procedure set forth in the Policies and Procedures or your agreement with the company.

(b) Other Users. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of province of BC. Canada for any litigation arising out of or relating to use of the Site or purchases of services made through the Site (and agree not to commence any litigation relating thereto except in such courts).

16. International Users

You may not use this Site in violation of any North America export laws or regulations. MAYSENSE makes no claims that the Content is appropriate or may be downloaded outside of North America. Access to the Content may not be legal in certain countries or for certain



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persons. If you access the Site from outside of the North America, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction, notwithstanding sections 16 and 17 above.

17. User Feedback

Should any User respond to MAYSENSE with information including feedback, such as questions, requests, opinions, comments, suggestions, or the like regarding the content of any MAYSENSE document, the Site, or MAYSENSE services, such information shall be deemed to be non-confidential and MAYSENSE shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation. MAYSENSE shall be free to use any ideas, concepts, know how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.

18. Acceptable and Lawful Use of the Site

Any information provided to MAYSENSE in connection with use of the Site: (a) shall not be false, inaccurate or misleading; (b) shall not be obscene or indecent; (c) shall not contain any viruses, Trojan horses, worms or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (d) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) shall not be defamatory, libelous, unlawfully threatening or harassing; and (f) shall not create liability for MAYSENSE or cause us to lose the services of our Internet service providers or other suppliers. The sender of any communications to this Site or otherwise to MAYSENSE shall be responsible for the content and information contained therein, including its truthfulness and accuracy. This Site is provided as a service to its visitors. MAYSENSE reserves the right to delete, modify or supplement the Content of this Site at any time for any reason without notification to anyone.



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19. Severability

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

20. Headings

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

21. No Waiver

Any delay or failure by you or MAYSENSE, at any time or times, to require performance of any provision hereof shall in no manner affect your or MAYSENSE's right at a later time to enforce such provision. No delay or failure of you or MAYSENSE in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

22. Entire Agreement, Updates and Modifications

This Agreement and any documents expressly incorporated by reference constitute the entire agreement between MAYSENSE and you pertaining to the subject matter hereof. In its sole discretion, MAYSENSE may unilaterally amend or modify this Agreement or any other documents referenced herein at any time by posting on the Site. Any amended or modified terms will be effective upon posting. Continued use of the Site constitutes acceptance of any modified terms and conditions. If you have any questions about this Agreement, contact us at admin@maysense.com.



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23. Assignment

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of MAYSENSE, except pursuant to the sale of your business, or all or substantially all of its assets. MAYSENSE may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

24. Termination

MAYSENSE may immediately issue a warning, suspend or terminate your access to the Site for breach of this Agreement (or any other agreement or policy incorporated by reference herein), or if we are unable to verify or authenticate any information you provide to us, or for any other reason in our discretion. If you terminate your account you must terminate any use of the Site. In the event these Terms of Use are terminated, the representations and warranties, indemnities, and limitations of liabilities set forth in these Terms of Use will survive.