

Terms of Service

1. Eligibility

These Terms and Conditions ("Terms and Conditions") apply to all transactions between you and USA ID RECOVERY including, without limitation, your access to and use of the www.privacymaxx.com website and any information and resources available therein ("Website"), all transactions conducted through the Website, and your purchase of identity theft services and products offered by USA ID RECOVERY and PRIVACymaxx (individually and collectively, "PRIVACymaxx Products and Services").

The Website is intended for users who are eighteen (18) years of age or older. PRIVACymaxx Products and Services are only available to residents of the United States and its territories. PRIVACymaxx will only provide PRIVACymaxx Products and Services in conjunction with agencies and institutions in the United States, or territories where U.S. law applies ("Territory"). By using the Website, you represent and warrant that you are eighteen (18) years of age or older, that you agree to abide by these Terms and Conditions and that you are a resident of the United States.

2. Hardware/Software Requirements

As an online customer, you are agreeing to receive all notifications via email at the email address you provided to USA ID RECOVERY and PRIVACymaxx upon enrollment or purchase of the PRIVACymaxx Products and Services. To ensure receipt of all notifications, you must timely update any change to your email address on file with USA ID RECOVERY and PRIVACymaxx.

3. Acceptance of Terms and Conditions

By using or visiting the Website you signify your agreement to be bound by these Terms and Conditions, PRIVACymaxx's Privacy Policy, incorporated herein by reference and available at www.privacymaxx.com and all laws and regulations applicable to the PRIVACymaxx Products and Services and information offered by PRIVACymaxx, whether or not you create an account, register as a member or purchase PRIVACymaxx Products and Services. PRIVACymaxx may, in its sole discretion, modify these Terms and Conditions from time to time and such modified Terms and Conditions shall supersede any prior versions of the Terms and Conditions. Your continued use of the Website and/or purchase of PRIVACymaxx Products and Services constitutes your acceptance of such modifications and your subsequent use of the Website and PRIVACymaxx Products and Services shall be governed by the latest version of the Terms and Conditions. The Terms and Conditions are effective until terminated by PRIVACymaxx. In the event of termination, the PRIVACymaxx Intellectual Property, Disclaimer of Warranty; Limitations of Liability and Indemnification provisions set forth in these Terms and Conditions shall survive. PRIVACymaxx will post modifications to the Terms and Conditions on this page and indicate the date of the most recent modification at the top of the page. **IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE WEBSITE OR ORDER OR USE ANY PRIVACymaxx PRODUCTS AND SERVICES.**

4. Description of Products and Related Services

PRIVACymaxx shall not be obligated or responsible for providing PRIVACymaxx Products and Services or Credit Reports and Services for any request based on: (i) an act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you; (ii) authorized charges that you have disputed based on the quality of goods or services; (iii) authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions; (iv) losses, damages or expenses arising out of any business pursuits; (v) losses, damages or expenses that were incurred or commenced prior to the effective date of your PRIVACymaxx Products and Services order confirmation; or (vi) theft, loss or damage related to, without limitation, traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, passports, documents or real property.

5. What is a stolen identity event?

A stolen identity event is the theft of your personal identification, social security number, or other method of identifying you, including any personal information not generally available to the public, which has resulted or could reasonably be said to result, in the wrongful use of such information, including, without limitation, stolen identity events occurring on or arising out of your use of the Internet.

6. Authentication of Identity

If your benefits certain PRIVACYMAXX Products and Services, you will be required to authenticate your identity prior to accessing those certain PRIVACYMAXX Products and Services by correctly answering questions about your credit history and/or other information unique to you.

7. PRIVACYMAXX Product and Service Descriptions:

1. Recovery Services are provided by PRIVACYMAXX or an approved PRIVACYMAXX VENDOR. Eligibility for recovery services is based on identity theft events that are discovered and reported to PRIVACYMAXX during the eligibility period. If you were the subject of a stolen identity event prior to the effective date of your enrollment for recovery services, you are not eligible to purchase the recovery services PRIVACYMAXX Products and Services offered by PRIVACYMAXX. If you are coping with a known identity theft event at the time of enrollment, you may call PRIVACYMAXX's Customer Service department to receive a quote on recovery services appropriate for your situation. Businesses are not eligible for recovery services benefits. PRIVACYMAXX does not provide credit counseling or repair to credit that legitimately belongs to the primary member, their spouse or significant other. The successful completion of the recovery services described herein depends on the cooperation of the member. PRIVACYMAXX reserves the right to refuse or terminate PRIVACYMAXX Products and Services if it is deemed that the member is committing fraud or other illegal acts, making untrue statements, or failing to perform his/her portion of the recovery plan. PRIVACYMAXX will not refuse or terminate services based solely on the complexity of the case.
2. Reimbursement Plan, if applicable, is provided by a leading insurance company in the United States. Refer to the Evidence of Coverage for the plan you have purchased for specific coverage amounts, exclusions and other terms.
General Inclusions:
 - Unknown ID Theft Events that Occurred Prior to the Effective Date of the Plan
 - Family Fraud
 - Acts of Terrorism
 - Domestic Partners
 - Self-Employed Persons
 - Including Grandparents and Children Through the Age of 24
 - Unlimited Discovery PeriodGeneral Exclusions:
 - Only pays for losses incurred in the United States.
 - Dishonest Acts: Any dishonest, criminal, malicious or fraudulent acts if the insured that suffered a loss personally participated in, directed, or had prior knowledge of such acts.
 - Bodily Injury: Any physical injury, sickness, disease, disability, shock, mental anguish, and mental injury, including, required care, loss of services or death at any time resulting there from.
 - War: Strikes or similar labor action, war (whether declared or not), or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion, revolution, invasion, hostilities or warlike operations or mutiny.
 - Pollution: Claims alleging or arising out of the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of pollutants (including nuclear materials), or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants.

3. Internet Identity Monitoring monitors social media and black market internet sites, criminal chat rooms and other high risk internet sites where your personal information may be offered for sale to identity thieves. The service uses highly sophisticated search and data gathering technology to harvest suspicious information stored or displayed on these sites. It is then matched against your personal information and other credentials provided by you utilizing a combination of human intelligence and highly effective data matching algorithms. Alerts are sent to you by email or text message whenever your information is found to be at risk on the internet.
4. Lost Document Replacement Service provides assistance to you by a Recovery Advocate to cancel or replace lost documents such as credit cards, debit cards, licenses, passports and other government issued documents.
5. Name and Address Identity Monitoring monitors millions of public and private database records to identify possible instances of fraud and will alert you of changes which may indicate an identity thief is using your information.
6. Court Records Monitoring monitors millions of criminal and civil records and alerts you if a record is found that contain your personal information.

Who is Covered in the Family Plan

If you elected family coverage, a qualifying family member shall mean the primary member's spouse or domestic partner, the member's dependents under the age of twenty-five (25) who have the same permanent address as the member, any handicapped adult living in the same household with the member who requires assistance from the family to manage their affairs, and parents (mother or father) of the member or their spouse or domestic partner who have the same permanent address as the member, or who are registered in a senior assisted living facility, skilled nursing home, hospice, or who have been deceased for twelve (12) months or less. If you request enrollment of a child, you will be required to verify your status as the child's parent or guardian by providing documents reasonably requested by PRIVACYMAXX, including, without limitation, the child's social security card and birth certificate, valid proof of your identification and proof of your residence.

Submitting a Claim for Reimbursement

In the event that you incur covered expenses as part of an identity theft event, your Recovery Advocates will provide initial contact information to the insurance carriers that provide the reimbursement plan, if applicable. You will be mailed an insurance company claim package. For a detailed description of expenses eligible for reimbursement, see the description of the reimbursement plan.

Product Fees and Payment>

If you are paying for these benefits directly to USA ID RECOVERY, then the following terms will apply:

Charges - Based on your authorization, payments will be deducted from your credit or debit card on a monthly, quarterly, semi-annual or annual frequency in the amount indicated. With sixty (60) days prior written notice to you at the email address on file for the primary member, USA ID RECOVERY and PRIVACYMAXX reserves the right to adjust the pricing. You are under no obligation to continue the program (see Cancellation below).

Cancellation - If you wish to cancel your plan, please call the customer service number 800 635 0598. If you are paying monthly, your plan will be cancelled at the end of the month in which the cancellation request is received. You are responsible for making payment for the months during which benefits are in effect. If you have paid on a quarterly, semi-annual or annual basis, your plan will be cancelled at the end of the month in which the cancellation request is received and we will refund any unused portion of the pre-discount monthly payment.

Lapse for Non-Payment - You may elect to pay for benefits on a monthly, quarterly, semi-annual or annual basis. If payment is not received on the due date for the benefit period you elected, a notice of cancellation ("Notice of Cancellation") will be sent by email to the email address on file for the member each day for ten (10) days. If payment is not received within ten (10) days after the initial Notice of Cancellation is sent, the plan will be terminated, effective on the last day of the month for which payment has been made. If the member, or a qualifying family member, is engaged in the recovery process an attempt will be made to contact the member by phone in addition to the email Notice of Cancellation. Recovery PRIVACYMAXX Products and Services will cease at the point at which the plan is terminated for non-payment.

Use of the Website and Products

You understand and agree that your access to and use of the Website and PRIVACYMAXX Products and Services is subject to the following terms:

- You agree to provide true, accurate, complete and current information to PRIVACYMAXX about yourself and any minor children you are enrolling or have enrolled in the Website or any PRIVACYMAXX Products and Services. If PRIVACYMAXX determines or reasonably suspects that any information you provided to PRIVACYMAXX is false, incomplete or inaccurate, PRIVACYMAXX may, in its sole discretion, suspend or terminate your access to and use of the Website and the PRIVACYMAXX Products and Services and block all future access to and use of the Website and PRIVACYMAXX Products and Services. You further agree that PRIVACYMAXX will not be liable to you, your minor children or any other person if PRIVACYMAXX suspends or terminates your access to and use of the Website and the PRIVACYMAXX Products and Services;
- You agree not to copy, post, publish, broadcast, display, distribute or otherwise make available the Website, in whole or in part, in any medium, form or format, now known or later developed, without PRIVACYMAXX's prior written authorization;
- You agree that the Website and PRIVACYMAXX Products and Services are provided solely for your personal use;
- You agree not to alter, modify or reverse engineer or compile any part of the Website, including, without limitation, PRIVACYMAXX Products and Services, software programs and applications provided through the Website;
- You agree not to sell access to the Website;
- You agree not to provide unauthorized access to the Website. Access to and use of password protected and/or secure areas of the Website are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Website may be subject to prosecution.
- You agree not to access or attempt to access any portion of the Website to which you have not been granted access, including, the private account information of other users of the Website. Access to and use of password protected and/or secure areas of the Website are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Website may be subject to prosecution;
- You agree not to use or launch any automated system, including, without limitation, "robots," "spiders" or "offline readers" that access the Website in a manner that sends more requests to the Website servers in a given period of time than a human can reasonably produce in the same period by using a conventional online browser;
- You agree not to harvest or collect email addresses or other personal and financial information of other users from the Website by electronic or other means for the purposes of sending unsolicited communications or improper or illegal activities;
- You agree not to use the Website in any manner that could damage, disable, overburden or impair the Website;
- You agree not to upload, post, transmit, share or otherwise make available material that is obscene, pornographic, offensive, discriminatory, false, harmful, harassing, defamatory, libelous or violates the rights of any third-party, including, without limitation, trade secret, patent, copyright, trademark, privacy or publicity;
- You agree not to upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- You understand and agree that by purchasing the PRIVACYMAXX Products and Services you are providing "written instructions" in accordance with the Fair Credit Reporting Act, as amended from time to time ("FCRA"), for PRIVACYMAXX to access and obtain your personal credit information, and the personal credit information of any minor(s) you have enrolled, from any or all of the credit reporting companies for the purpose of verifying your and any enrolled minor(s)' identity and to provide the PRIVACYMAXX Products and Services and any services or functions related thereto and PRIVACYMAXX' business; and
- You agree to use the Website in a manner that complies with all applicable local, national and international laws and regulations.

Modification of the Website and PRIVACYMAXX Products and Services

PRIVACYMAXX may at any time, in its sole discretion, with or without notice to you, modify or discontinue providing the Website or any of the PRIVACYMAXX Products and Services or any portion thereof. You agree that PRIVACYMAXX will not be liable to you, any minors enrolled in the Website or PRIVACYMAXX Products and Services or any other person for any modification or discontinuance of the Website or PRIVACYMAXX Products and Services.

Disclaimer of Warranty; Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE AND PRIVACYMAXX PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. THE WEBSITE AND PRIVACYMAXX PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. PRIVACYMAXX AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, THAT THE WEBSITE AND PRIVACYMAXX PRODUCTS AND SERVICES ARE FREE FROM BUGS, VIRUSES, HACKERS, UNINTERRUPTED OR ERROR-FREE, OR THAT ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR PRIVACYMAXX PRODUCTS AND SERVICES WILL BE RELIABLE. THE INFORMATION CONTAINED IN THE WEBSITE, THE PRIVACYMAXX PRODUCTS AND SERVICES OR OTHER MATERIALS YOU MAY RECEIVE FROM PRIVACYMAXX DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. IN CONNECTION WITH YOUR PURCHASE AND USE OF THE PRIVACYMAXX PRODUCTS AND SERVICES, YOU ARE EXPECTED TO TAKE REASONABLE PRECAUTIONS, INCLUDING, WITHOUT LIMITATION, PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION. PRIVACYMAXX PRODUCTS AND SERVICES DO NOT CONSTITUTE A CONTRACT OF INSURANCE. PRIVACYMAXX DOES NOT GUARANTEE THE ACCURACY OF LIEN, JUDGMENT, INVESTMENT, OR CRIMINAL SEARCHES IT MAY PERFORM ON YOUR BEHALF. PRIVACYMAXX ASSUMES NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LOSS OF BUSINESS, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING FROM OR IN CONNECTION WITH ANY (I) ERRORS, PRIVACYMAXXTAKES, OR INACCURACIES IN THE WEBSITE OR PRIVACYMAXX PRODUCTS AND SERVICES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM OR IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE WEBSITE OR PRIVACYMAXX PRODUCTS AND SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSPRIVACYMAXXSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY PERSON OR ENTITY, AND/OR (VI) ANY ERRORS OR OPRIVACYMAXXSIONS IN THE WEBSITE OR PRIVACYMAXX PRODUCTS AND SERVICES OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE WEBSITE, PRODUCTS OR SERVICES OR ANY INFORMATION POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE WEBSITE OR THE PRIVACYMAXX PRODUCTS AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PRIVACYMAXX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. PRIVACYMAXX DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCTS OR SERVICES ADVERTISED OR OFFERED BY ANY OTHER PERSON OR ENTITY, WHETHER OR NOT A SUPPLIER, THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND SUPPLIERS OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FCRA Disclosures

The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from any consumer credit reporting company for a reasonable charge. Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution. The FCRA also states that

individuals are entitled to receive a disclosure directly from the consumer credit reporting company free of charge under the following circumstances:

- You have been denied credit, insurance or employment in the past sixty (60) days as a result of your report
- You certify in writing that you are unemployed and intend to apply for employment in the sixty (60)-day period beginning on the day you make the certification
- You are a recipient of public welfare assistance
- You have reason to believe that your file at the agency contains inaccurate information due to fraud

The FCRA allows consumers to get one (1) free comprehensive disclosure of all of the information in their credit file from each of the three (3) national credit reporting companies (Experian, Equifax, and TransUnion) once every twelve (12) months through a central source. Georgia residents can receive two (2) disclosures per year. Although comprehensive, the credit reports from each of the three (3) national credit reporting companies that are available from PRIVACYMAXX may not have the same information as a credit report obtained directly from the three (3) national credit reporting companies or through the central source. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com, or call 877-322-8228. PRIVACYMAXX's Products are not related to the free FCRA disclosure that you are or may be entitled to.

The FCRA also permits consumers to dispute inaccurate information in their credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from PRIVACYMAXX to dispute inaccurate or incomplete information in your credit file or to receive a copy of your consumer disclosure.

The credit reports you are requesting from PRIVACYMAXX are not intended to constitute the disclosure of the credit reporting company's information required by the FCRA or similar state laws. The credit reporting company's disclosure report must be obtained directly from the credit reporting company by contacting the credit reporting company as show below:

- Equifax: 1-877-576-5734 www.equifax.com
- Experian: 1-888-397-3742 www.experian.com/fraud
- TransUnion: 1-800-680-7289 www.transunion.com

PRIVACYMAXX Intellectual Property

You acknowledge and agree that the Website and PRIVACYMAXX Products and Services, including, without limitation, formulae, specifications, pricing, content, applications, trademarks, graphics, photographs, information, software, including, without limitation, source and object code, scripts, promotions, events, programs and interactive features provided by or for PRIVACYMAXX, whether in whole or in part, (individually and collectively, "PRIVACYMAXX Intellectual Property") is owned by and the exclusive property of PRIVACYMAXX or its licensors, subject to trademark, copyright patent, trade secret and other intellectual property rights and laws. You further agree that you have no right, title or interest in PRIVACYMAXX Intellectual Property and that you shall not use any PRIVACYMAXX Intellectual Property without PRIVACYMAXX's prior written consent. You hereby grant to PRIVACYMAXX a non-exclusive, perpetual, irrevocable, transferable, worldwide, royalty-free, fully paid-up, right and license to use, copy, modify, transfer and distribute your personal information to provide the PRIVACYMAXX Products and Services and in connection with PRIVACYMAXX' business operations.

Indemnification

You agree to defend, indemnify and hold harmless PRIVACYMAXX, its officers, directors, members, managers, employees, agents, predecessors, successors, insurers, and assigns for, from and against any and all claims, damages, obligations, losses, liabilities, judgments, costs, penalties, fees, fines, interest, debt and expenses (including, without limitation, attorneys' fees and expert witness fees) arising from: (i) your use of and access to the Website and PRIVACYMAXX Products and Services; (ii) your violation of any provision of these Terms and Conditions; and (iii) your violation of any law or other regulation or any third-party right, including, without limitation, any trade secret, patent, copyright, trademark, property, publicity or privacy right. This indemnification obligation shall survive the termination of these Terms and Conditions and the termination of your use of the Website and PRIVACYMAXX Products and Services.

Complaints Policy

PrivacyMaxx is committed to providing world-class service to each of our customers. If you do not receive exceptional service from us for any reason we would like to hear about it. All complaints are taken very seriously and are appreciated, as it affords us an opportunity to improve our standards. If you have a complaint, please don't hesitate to contact us via the following methods:

- Phone (toll free) 800-854-6147
- Email: help@privacymaxx.com
- Postal Mail: 15849 N. 71st. Street, Suite 100, Scottsdale, AZ 85254

PrivacyMaxx will act as swiftly as possible to resolve your complaint in a timely manner.

Miscellaneous

You agree that: (i) the Website and provision of PRIVACYMAXX Products and Services shall be deemed solely based in Arizona; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over PRIVACYMAXX, either specific or general, in jurisdictions other than Arizona. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of laws principles. PRIVACYMAXX and you agree that the state and federal courts located in Maricopa County, Arizona shall have jurisdiction over any claim or dispute that arises from the Website or PRIVACYMAXX Products and Services and that venue in such courts is proper. PRIVACYMAXX and you further agree to waive any objection or defense to jurisdiction and venue in the state and federal courts located in Maricopa County, Arizona. These Terms and Conditions, together with PRIVACYMAXX's Privacy Policy and any other legal notices published by PRIVACYMAXX on the Website shall constitute the entire agreement between you and PRIVACYMAXX. If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect and PRIVACYMAXX shall replace the invalid provision with a substitute provision consistent with then-current law and the original intent of the provision. The rights of PRIVACYMAXX under these Terms and Conditions shall inure to the benefit of PRIVACYMAXX, its successors and assigns. No waiver of any provision of these Terms and Conditions shall be deemed a further or continuing waiver of such provision or any other provision. In the event of a conflict between any other notice, policy, disclaimer or other term contained in the Website, PRIVACYMAXX Products and Services or otherwise, these Terms and Conditions will control. The section headings are for convenience only and do not have any force or effect. You and PRIVACYMAXX agree that any cause of action arising out of or related to the Website or PRIVACYMAXX Products and Services must be commenced within one (1) year after the cause of action accrues. PRIVACYMAXX shall have the right to seek temporary, preliminary and permanent injunctive relief, in addition to, and not exclusive of, any and all other remedies available to PRIVACYMAXX, against you to protect PRIVACYMAXX' rights under these Terms and Conditions. PRIVACYMAXX shall be entitled to seek an award against you of attorneys' fees, expert witness fees and costs incurred by PRIVACYMAXX in connection with any dispute arising from or in connection with these Terms and Conditions.