

TERMS AND CONDITIONS OF USE

Please read these Terms of Use and Conditions of Use (“Terms of Use”) and our Privacy Policy and Security Statement (“Privacy Policy”) carefully prior to your (“user,” “you” or “your” as applicable to the context) use of www.maderaglobal.com, or any other website pointing to either of these website (collectively, the “Website”) or your submission of information to Madera Global (“Madera Global”, “we,” “our” or “us” as applicable to the context) through or related to the Website. By doing any of the foregoing, you agree to be bound by these Terms of Use and our Privacy Policy. If you do not agree with all of these Terms of Use and our Privacy Policy, you are not authorized to use this Website, and your sole remedy is to stop using this Website.

USE OF THIS WEBSITE

You are only entitled to use this Website for lawful purposes and pursuant to these Terms of Use. Your use of this Website is restricted to gathering information about products offered for sale on our Website and purchasing products offered for sale on our Website. By using this Website or otherwise submitting information to Madera Global through this Website, you represent and warrant to Madera Global that you (i) are of legal age to agree to these Terms of Use; (ii) are authorized to act on behalf of the person or entity for whom you are using this Website; (iii) agree to comply with all applicable rules, regulations, and laws regarding online conduct and transmission of information; and (iv) agree to be bound by these Terms of Use.

To determine your compliance with these Terms of Use, we reserve the right, but not the obligation, to monitor your use of this Website.

PURCHASING PRODUCTS OR SERVICES

From time to time, we may offer products or services for sale through this Website. However, all such purchases will be made by third parties through the websites of such third parties, and Madera Global is not responsible for such purchases, products or services. For the terms and conditions of purchase with respect to the purchase of such products and services, please see the terms and conditions set forth on such third party websites.

LINKS TO THIRD PARTY WEBSITES

This Website may contain links to third party websites. These links do not constitute an endorsement by Madera Global of those websites, nor the products or services promoted on or offered through those websites. We are not responsible for the terms and conditions of use, privacy policy, practices or the content of such third parties or their websites. We encourage our Customers to be aware of when they leave this Website and to read the terms and conditions of use and privacy policy of each website that they visit by linking from this Website. If you have a question about the terms and conditions of use, privacy policy, practices or content of a third party website, please contact the applicable third party directly. If you want to opt-out of receiving emails and other future contact from such a third party you must contact the applicable third party directly. You acknowledge and agree that we shall not be a party to, or in any way responsible for, any transaction involving products or services made available from third parties or for any content relating to any products or services offered by third parties.

LINKING TO THIS WEBSITE

You may link to this Website's homepage, provided you do so in a way that is fair, legal, consistent with these Terms of Use and does not damage our reputation or take advantage of this Website, but you may not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You may not establish a link from any website that is not owned by you. This Website may not be framed on any other website, nor may you create a link to any part of this Website other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking to cease immediately. We reserve the right to withdraw linking permission without notice.

JURISDICTIONAL RESTRICTIONS

Although this Website is accessible worldwide, this Website is neither designed nor intended for use outside the United States. Those who choose to access this Website from locations outside the United States do so on their own initiative and at their own risk and are responsible for compliance with all local laws. We reserve the right, at any time and in our sole discretion, to limit the availability and/or use of this Website to any person, geographic area, or jurisdiction. You shall, at all times, comply with all applicable laws and regulations of the United States and all other applicable governmental entities governing, restricting or otherwise pertaining to the use, transmission, display, exporting or importing of data, products, services and/or technical information.

AVAILABILITY

Your use of this Website may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of this Website, or other actions that we may take in our sole discretion and from time to time. We reserve the

right to modify, suspend or discontinue the availability of this Website, or any portion or feature of this Website, at any time and in our sole discretion and without prior notice. You, and not Madera Global, are solely responsible for maintaining, protecting, backing-up and providing redundant access to your Customer Information, Personal Information and User Generated Content (each as defined below).

CODE OF CONDUCT

You agree that you shall not, and you shall not attempt, or otherwise authorize, encourage or support a third party's attempts, to do any of the following:

Use this Website for any unlawful purposes.

Breach or otherwise circumvent any security or authentication measures of this Website.

Probe, scan or test the vulnerability of this Website or any network associated with this Website.

Re-engineer, decompile, decrypt, break or otherwise alter or interfere with this Website.

Create derivative works of or reproduce, modify, distribute, sell or otherwise transfer any rights in or to any of the content of this Website.

Register to use, use or copy any information from this Website if you are a competitor of Madera Global.

Register to use, use or copy any information from this Website for purposes of monitoring availability, performance or functionality or for any other benchmarking or competitive purposes.

Meta tag, frame or mirror this Website.

Restrict, inhibit or prevent any access to, use or enjoyment of this Website.

Use any search engine, software, tool, agent or other device or mechanism, including, without limitation, browsers, spiders, robots, scrapers, avatars or intelligent agents, deep link or other similar automated device, program, algorithm or methodology (other than those made available by Madera Global on this Website or other generally available third party web browsers, e.g., Internet Explorer, Chrome, Firefox or Safari), to access, acquire, copy, monitor, navigate or search this Website.

Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, scrape or in any way reproduce or circumvent the navigational structure or presentation of this Website.

Deliver malware to this Website or use this Website to distribute malware.

Launch a DoS or DDoS attack on this Website or use this Website as part of a DDoS attack.

Deliver altered, deceptive or false source-identifying information, including spoofing or phishing, through this Website.

Impersonate or misrepresent your affiliation with any other person or entity.

You also agree that you shall not transmit, submit or post any of the following to or through this Website or otherwise submit to Madera Global:

Information that violates any law, statute, ordinance or regulation.

Information that is false, inaccurate, incomplete, untimely or misleading.

Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar or otherwise injurious to Madera Global or third parties.

Information that breaches or infringes on Madera Global's or any third party's rights of confidentiality, publicity, privacy, intellectual property and/or other proprietary rights.

Copyrighted and/or trademarked information without the prior written permission of the owner of such intellectual property right.

Data that contains any viruses or other disabling or enabling code that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Information containing unsolicited or unauthorized advertising or any other form of SPAM.

PROPRIETARY RIGHTS

Website Materials.

Madera Global owns all right, title and interest in and to this Website including, without limitation, the look and feel, design and organization, and the compilation of the content, code, data and other materials on this Website (collectively, "Website Materials").

Names, Markings and Other Intellectual Property Rights.

Madera Global owns all right, title and interest in and to the name Madera Global and all copyrights, service mark rights, trademark rights, trade dress rights, patent rights, database rights, moral rights and other intellectual property and proprietary rights relating to this Website or otherwise owned and/or operated by Madera Global, as well as all of Madera Global's URLs, website domain names, graphics,

logos, page headers, button icons, scripts and other markings (collectively, “Names, Markings and Other Intellectual Property Rights”).

Website Content.

Madera Global owns all right, title and interest in and to all content on this Website, including, without limitation, all audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles and Shockwave files (collectively, “Website Content”).

Customer Information.

As between a you and Madera Global, you exclusively own all right, title and interest in and to all of the unique customer information you provide to Madera Global through this Website (“Customer Information”). For information on how we collect, store, use and disclose your Customer Information, please read our Privacy Policy.

Personal Information.

As between you and Madera Global, you exclusively own all right, title and interest in and to all of your personally identifiable information you provide to Madera Global through this Website, including, without limitation, name, log-in information, billing information and other contact information (“Personal Information”). For information on how we collect, store, use and disclose your Personal Information, please read our Privacy Policy.

Aggregated Information.

Madera Global exclusively owns all right, title and interest in and to all aggregated, anonymous data and statistical information about the use of this Website and users of this Website (“Aggregated Information”). We have no obligation to retain, provide you with copies of or protect the confidentiality of any Aggregated Information. For information on how we collect, store, use and disclose Aggregated Information, please read our Privacy Policy.

User Generated Content.

Madera Global exclusively owns all right, title and interest in and to all feedback, suggestions, enhancement requests and recommendations, as well as all content you generate or provide, that is posted on or submitted to this Website or otherwise provided to Madera Global and relating to this Website (“User Generated Content”). We have no obligation to retain, provide you with copies of or protect the confidentiality or privacy of any User Generated Content. For information on how we collect, store, use and disclose User Generated Content, please read our Privacy Policy.

Limited License and Prohibited Use.

You may not use any of the Website Materials, Names, Markings and Other Intellectual Property Rights, or Website Content without our express, prior written permission. You shall not delete or in any other manner alter the copyright, trademark and other proprietary notices appearing on this Website. We make no proprietary claim to any third party names, copyrights, service marks, trademarks or trade dress appearing on this Website. Any third party names, copyrights, service marks, trademarks or trade dress appearing on this Website are property of their respective owners. Without our express, prior written consent, you may only print, download or otherwise use the Website Materials, Names, Markings and Other Intellectual Property Rights, and Website Content for a Customer’s internal, non-commercial use consistent with these Terms of Use and applicable law. Except as otherwise permitted under the copyright laws of the United States, no other copying, distribution, redistribution, transmission, publication or use is permitted. Your use of this Website does not grant to you ownership of any content, code, data or other materials you may access on or through this Website. Madera Global expressly reserves all rights not expressly granted to you in these Terms of Use.

RIGHTS YOU GRANT TO MADERA GLOBAL

Subject to these and our Privacy Policy, you hereby grant Madera Global a limited, non-exclusive, royalty-free, fully paid-up, worldwide right and perpetual license to use your Customer Information and Personal Information. You also hereby assign to Madera Global all of your right, title and interest in and to all of your User Generated Content, including, without limitation, all intellectual property rights relating to your User Generated Content. At Madera Global’s request and expense, you will execute all reasonable documents and take such further acts as Madera Global may reasonably request to assist Madera Global to acquire, perfect and maintain such intellectual property rights in the User Generated Content.

YOUR INFORMATION REPRESENTATIONS AND WARRANTIES

By submitting information to Madera Global through this Website, you represent and warrant to Madera Global that you are entitled to submit such information to Madera Global and Madera Global is

entitled to use such information as set forth in these Terms of Use and subject to our Privacy Policy, without any restrictions or limitations and without any monetary or other obligation by Madera Global. From time to time, we may need your permission to do things with the information you submit to Madera Global through this Website to be able to provide you with this Website. You hereby provide Madera Global with your express permission to do those things as set forth in our Privacy Policy. This permission also extends to third parties we work with to provide you with this Website.

BLOGS, FORUMS, CHAT ROOMS AND BULLETIN BOARDS

From time to time, this Website may include blogs, forums, chat rooms and/or bulletin boards (each, a "Forum"), which allows users to post User Generated Content and interact. Madera Global does not prepare, approve or endorse any User Generated Content that may appear in a Forum. You acknowledge and agree that Madera Global has no control over and is not responsible for the accuracy, correctness, timeliness, safety or legality of any User Generated Content. You may find User Generated Content to be deceptive, inaccurate, harmful or offensive. Please use caution and common sense when reading User Generated Content posted in our Forums, and do not rely solely on such information. You hereby acknowledge and agree that your use and/or reliance on any User Generated Content is at your own risk. Madera Global reserves the right, but not the obligation, from time to time and at our sole discretion for any reason or no reason, to monitor, edit, remove and/or re-post User Generated Content posted in our Forums.

COPYRIGHT INFRINGEMENT NOTICE

We respect the intellectual property rights of our customers and third parties, and we comply with the Digital Millennium Copyright Act of 1988 ("DMCA"). This DMCA Policy addresses how we handle notices of alleged copyright infringement appearing on this Website.

Notification.

Pursuant to the DMCA, notifications (each, a "Notification") of alleged copyright infringement appearing on this Website must be sent in writing to Madera Global's designated agent ("Designated Agent") as follows:

MADERA GLOBAL

1314 E Las Olas Blvd, #1232
Ft Lauderdale, FL 33301

D:754.224.6590
F: 954.301.0767

S: Ernie.Madera
emadera@msn.com

Pursuant to Title 17, U.S. Code, Section 512(c)(2), the Notification must include the following:

A physical or electronic signature of a person authorized to act on behalf of the owner (Complainant) of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single Notification, a representative list of such works;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Madera Global to locate the material;

Information reasonably sufficient to permit Madera Global to contact the Complainant, such as an address, telephone number, and if available, an electronic mail address at which the Complainant may be contacted;

A statement that the Complainant has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement under penalty of perjury that the information in the Notification is accurate and that the Complainant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information as outlined in 1 through 6 above, and pursuant to Title 17, U.S. Code, Section 512(c)(2):

Madera Global will remove or disable access to the material that is alleged to be infringing;

Madera Global will attempt to forward the written Notification to the alleged infringer; and

Madera Global SF will take reasonable steps to attempt to notify the alleged infringer that Madera Global has removed or disabled access to the material.

Counter Notification.

Pursuant to Title 17, U.S. Code, Section 512(c)(2), a party may counter a Notification by providing a written communication (each, a Counter Notification) to Madera Global's Designated Agent that includes substantially the following:

A physical or electronic signature of the party;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

A statement under penalty of perjury that the party has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

The party's name, address, and telephone number; and

A statement that the party consents to the jurisdiction of Federal District Court for the judicial district in which the party is located, or if the party's address is outside of the U.S., for any judicial district in which the Website may be found, and that the party will accept service of process from the person who provided the Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, and pursuant to Title 17, U.S. Code, Section 512(c)(2):

Madera Global will attempt to provide the Complaining Party with a copy of the Counter Notification;

Madera Global will attempt to inform the Complaining Party that Madera Global will replace the removed material or cease disabling access to the removed material within 10 business days;

Madera Global will replace the removed material or cease disabling access to the removed material within 14 business days following receipt of the Counter Notification, provided Madera Global's Designated Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain the party providing the Counter Notification from engaging in infringing activity relating to the removed material on Madera Global's network or system.

Repeat Infringers.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY PROVISIONS SET FORTH BELOW ARE REASONABLE, REFLECT AN INFORMED, VOLUNTARY ALLOCATION OF THE RISKS BOTH KNOWN AND UNKNOWN THAT MAY EXIST IN CONNECTION WITH THESE TERMS OF USE, YOUR USE OR INABILITY TO USE THIS WEBSITE, OR A PRODUCT OR SERVICE PURCHASED THROUGH THIS WEBSITE, AND ARE FUNDAMENTAL ELEMENTS OF AND MATERIALLY INDUCED US TO ENTER INTO THESE TERMS OF USE.

THE TRANSMISSION, STORAGE, VIEWING AND RETRIEVAL OF DATA AND FILES THROUGH THE INTERNET ARE SUBJECT TO A VARIETY OF CONDITIONS BEYOND OUR CONTROL THAT MAKE SUCH TRANSMISSION, STORAGE, VIEWING AND RETRIEVAL POTENTIALLY UNRELIABLE. THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, ALL CONTENT, LICENSES, FUNCTIONS, MATERIALS, AND INFORMATION ARE PROVIDED "AS IS" AND AS AVAILABLE WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND.

EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS OF USE, TO THE MAXIMUM EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO USE OF THIS WEBSITE, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THIS WEBSITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED WITHIN THIS WEBSITE, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT THIS WEBSITE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THAT THIS WEBSITE WILL BE SECURE FROM UNAUTHORIZED ACCESS; OR THAT THIS WEBSITE WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF YOUR DEVICE, NETWORK OR SYSTEM. WE DO NOT WARRANT THAT THIS WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT THIS WEBSITE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF THIS WEBSITE OR THE RESULTS OF THE USE OF THIS WEBSITE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY US OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY SET FORTH IN THESE TERMS OF USE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS OF USE TO THE MAXIMUM EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ANY PRODUCT OR SERVICE PURCHASED THROUGH THIS WEBSITE, EITHER EXPRESS OR IMPLIED, WHETHER

ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS OR SERVICES USED WITH PRODUCTS OR SERVICES PURCHASED THROUGH THIS WEBSITE.

THE DISCLAIMER OF WARRANTIES SET FORTH IN THESE TERMS OF USE FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL CONTINUE TO APPLY EVEN IF ANY EXCLUSIVE REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

Some state laws do not allow disclaimers of implied warranties. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

LIMITATION OF LIABILITY

WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT ARISE, DIRECTLY OR INDIRECTLY, OUT OF OR ARE RELATED TO THESE TERMS OF USE, YOUR USE OR INABILITY TO USE THIS WEBSITE, ANY SUBMISSION OF INFORMATION THROUGH THIS WEBSITE, OR A PRODUCT OR SERVICE PURCHASED THROUGH THIS WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE RESPONSIBLE FOR ANY BUSINESS INTERRUPTIONS THAT MAY BE CAUSED BY YOUR USE OF THIS WEBSITE, YOUR INABILITY TO ACCESS OR USE THIS WEBSITE OR ANY SUBMISSION OF INFORMATION THROUGH THIS WEBSITE. OUR CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS THAT ARISE, DIRECTLY OR INDIRECTLY, OUT OF OR ARE RELATED TO THESE TERMS OF USE, YOUR USE OR INABILITY TO USE THIS WEBSITE, ANY SUBMISSION OF INFORMATION THROUGH THIS WEBSITE, OR A PRODUCT OR SERVICE PURCHASED THROUGH THIS WEBSITE, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF THE PURCHASE PRICE ACTUALLY RECEIVED BY US FOR THE AFFECTED PRODUCT OR \$100 USD. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR YOUR COST OF PROCUREMENT OF A REPLACEMENT PRODUCT.

THE LIMITATION OF LIABILITY SET FORTH IN THESE TERMS OF USE FORMS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE YOU AND US AND SHALL CONTINUE TO APPLY EVEN IF ANY EXCLUSIVE REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

Some state laws do not allow limitations on certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THESE TERMS OF USE, YOUR USE OR INABILITY TO USE THIS WEBSITE, ANY SUBMISSION OF INFORMATION THROUGH THIS WEBSITE, OR A PRODUCT OR SERVICE PURCHASED THROUGH THIS WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

INDEMNIFICATION

You hereby agree to defend, indemnify, and hold harmless Madera Global and its officers, directors, shareholders, employees, affiliates, independent contractors, agents and representatives from and against any and all claims and expenses, including, but not limited to, attorneys' fees and costs, arising, directly or indirectly, out of or attributable to (i) any breach or violation by you of these Terms of Use; (ii) your failure to provide accurate, complete and/or current information when using this Website or otherwise submitting information to Madera Global through this Website; (iii) your use or misuse of this Website; and (iv) any agreement between you and any third party.

DISPUTE RESOLUTION

Customer Service Department.

Most concerns involving this Website can be resolved quickly and efficiently through our customer service department. If you are unable to resolve your concern within 10 business days of contacting our customer service department, then either party may file a claim pursuant to these Terms of Use to resolve the dispute.

Governing Law, Jurisdiction and Venue.

These Terms of Use shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to principles of conflicts of law. The application of the United Nations

Convention on Contracts for the International Sale of Goods is expressly excluded. For any action or legal proceeding arising, directly or indirectly, out of or related to the Website or these Terms of Use, the parties hereby expressly consent to the jurisdiction and venue of the state and/or federal courts in and/or for Miami-Dade County, Florida, USA, and each party hereby expressly waives any objection to such venue based upon forum non-conveniens or otherwise.

Governing Language.

The governing language for these Terms of Use and any interpretation of these terms is English, and any copy of these Terms of Use in any other language is merely for convenience and will not govern the interpretation of these Terms of Use.

General.

The prevailing party in any action or legal proceeding arising out of or related to the Website or these Terms of Use arising, directly or indirectly, out of or related to these Terms of Use will be entitled to an award of their reasonable attorney's fees and costs (including, without limitation, all taxable and non-taxable costs, and all fees and costs to determine the amount of fees and costs to be awarded) incurred prior to any such action or legal proceeding, as well as at all levels of trial and appeal. You also agree that service of any court paper may be affected upon you by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules. You acknowledge that we may be irreparably damaged if these Terms of Use are breached by you, and damages at law would be an inadequate remedy. In the event of a breach or threatened breach of any provision of these Terms of Use by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, or to a decree for specific performance of the provisions of these Terms of Use.

TERM AND SURVIVAL

Your agreement to be bound by these Terms of Use commences with your using this Website or otherwise submitting information to Madera Global through this Website, and your agreement to be so bound will continue until your right to use this Website is either canceled or terminated, subject to the survival of each of the following after such cancellation or termination: our Privacy Policy and any obligation you have to Madera Global, as well as each of the following provisions: Proprietary Rights; Rights You Grant To Madera Global; Your Information Representations and Warranties; Blogs, Forums, Chat Rooms and Bulletin Board; Copyright Infringement Notice; Links to Third Party Websites; Linking to this Website; Disclaimer of Warranties; Limitation of Liability; Limitation On Time To File Claims; Indemnification; Dispute Resolution; Term and Survival; Changes To Terms of Use; and General

Information. If, following the termination of your right to use this Website, you use this Website or otherwise submit information through this Website, then you again, automatically and immediately, are bound by these Terms of Use.

CHANGES TO OUR TERMS OF USE

At our sole discretion and at any time, we may amend these Terms of Use. You should review these Terms of Use for amendments each time you use this Website. For your convenience, we post on this Website the last date these Terms of Use were updated. If our Terms of Use are amended, the amended Terms of Use will take effect immediately for all users of this Website. Your continued use of this Website following an amendment will evidence your acceptance of the amended Terms of Use. No amendment, change or modification to these Terms of Use will be effective unless such is in writing and signed by an authorized representative of Madera Global.

NOTICES, COMMUNICATIONS AND ELECTRONIC SIGNATURES

By using this Website or otherwise submitting information through this Website, you consent to receive communications from Madera Global electronically. Although we may choose to communicate with you by other means, we may also choose to solely communicate with you electronically by email or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we send to you electronically satisfy any legal requirement that such communications be in writing. You agree that, when in the future you click on an "I agree," "I consent" or other similarly worded button, hyperlink or entry field with your mouse, a keystroke or other device, your agreement or consent will be legally binding and enforceable and legal equivalent of your handwritten signature.

GENERAL INFORMATION

Our Privacy Policy is hereby incorporated into and made a part of these Terms of Use by reference. These Terms of Use, as amended from time to time by Madera Global, represent the entire understanding and agreement between you and Madera Global regarding the subject matter of these Terms of Use and supersede any and all other prior and contemporaneous agreements, understandings or representations regarding the same. No waiver of any portion of these Terms of Use will be effective unless it is in writing and signed by an authorized representative of Madera Global. The failure of Madera Global to require performance of any obligation under these Terms of Use will not affect our right to enforce any provision of these Terms of Use at a subsequent time, and the waiver of any rights arising out of any breach will not be construed as a waiver of any rights arising out of any prior or subsequent breach. If any court of competent jurisdiction deems unlawful, void or unenforceable any

part of these Terms of Use, the applicable document as a whole will not be deemed unlawful, void or unenforceable, but only that portion of the applicable document that is unlawful, void or unenforceable will be stricken. Your rights and obligations under these Terms of Use and your right to access and use this Website are not assignable, transferable or sub-licensable by you.

CUSTOMER SUPPORT

If you have questions, comments or concerns about these Terms of Use, our Privacy Policy or this Website, please contact us at:

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