

Bluemax Pay  
113 East Main Street  
PO Box 322  
Beloit KS 67420  
United States

## Bluemax Pay Terms of Service

Welcome to Bluemax Pay, a credit card facilitator service that allows you to manage and use credit cards for convenient transactions. These Terms of Service ("Terms") govern your use of Bluemax Pay's services, so please read them carefully. By accessing or using Bluemax Pay's services, you agree to be bound by these Terms.

### 1. Acceptance of Terms

By accessing or using Bluemax Pay, you affirm that you are of legal age and have the capacity to enter into this agreement. If you are accessing Bluemax Pay on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

### 1. Description of Services

Bluemax Pay offers credit card facilitation services to eligible users. Through our platform, you can link, manage, and use credit cards for various transactions, subject to the terms and conditions of your credit card issuers. Bluemax Pay does not issue credit cards, and any credit card activities are solely conducted between you and your credit card issuer.

### 1. Registration and Account Security

To use Bluemax Pay, you must create an account and provide accurate, complete, and up-to-date information. You are responsible for maintaining the confidentiality of your account credentials and are liable for all activities that occur under your account. In case of unauthorized access or suspected breach, you must notify Bluemax Pay immediately.

### 1. Prohibited Activities

You agree not to use Bluemax Pay for any illegal, fraudulent, or unauthorized purposes. Prohibited activities include, but are not limited to:

- Using stolen credit card information or engaging in credit card fraud.
- Tampering with Bluemax Pay's systems, disrupting service, or attempting unauthorized access.
- Violating any applicable laws, regulations, or third-party agreements.

### 1. Intellectual Property

All materials, trademarks, and intellectual property on Bluemax Pay are the property of Bluemax Pay or its licensors and protected by applicable intellectual property laws. You may not use, modify, or distribute any content from Bluemax Pay without prior written consent.

### 1. Privacy Policy

Bluemax Pay respects your privacy and handles your personal information in accordance with our Privacy Policy. By using Bluemax Pay's services, you consent to the collection, use, and disclosure of your personal information as outlined in the Privacy Policy.

### 1. Limitation of Liability

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Bluemax Pay strives to provide accurate and reliable services but does not guarantee their accuracy, timeliness, or completeness. You agree that Bluemax Pay shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use or inability to use Bluemax Pay's services.

#### 1. Indemnification

You agree to indemnify, defend, and hold Bluemax Pay harmless from any claims, damages, losses, liabilities, and expenses (including legal fees) arising from your use of Bluemax Pay, violation of these Terms, or infringement of any rights of others.

#### 1. Modifications to the Terms

Bluemax Pay reserves the right to update or modify these Terms at any time, without prior notice. Changes will be effective upon posting on the Bluemax Pay website. It is your responsibility to review the Terms periodically. Continued use of Bluemax Pay after modifications constitutes your acceptance of the revised Terms.

#### 1. Termination

Bluemax Pay may suspend or terminate your access to its services at any time, with or without cause and without prior notice. Upon termination, you must cease all use of Bluemax Pay's services and promptly remove any related content.

#### 1. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which Bluemax Pay is located. Any disputes arising out of or relating to these Terms or Bluemax Pay's services shall be resolved through arbitration in accordance with the rules of the applicable arbitration organization.

#### 1. Miscellaneous

If any provision of these Terms is found to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect. These Terms constitute the entire agreement between you and Bluemax Pay, superseding any prior agreements or understandings.

If you have any questions or concerns about these Terms or Bluemax Pay's services, please contact us at [support@bluemaxpay.com](mailto:support@bluemaxpay.com).

Effective date: 01/01/2023