

## **MAXSTAX GAMING WEBSITE TERMS AND CONDITIONS OF USE**

We request that you carefully read the Terms and Conditions prior to accessing, browsing or shopping on this website. In doing so, you, or any affiliated parties, agree to all Terms and Conditions stated within. If you have reservations or do not agree with said Terms and Conditions, please avoid using this website. Our Terms and Conditions are subject to change and could be altered or updated at any point without prior notification.

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### **LIMITATION OF LIABILITY NOTICE**

ROTREE CORP. reserves the right to alter, modify, update, delete or add materials, including software, downloadable digital applications, and products advertised on this website, without prior notice, as it sees fit.

ROTREE CORP. issues no implicit or explicit warranties of any kind in relation to the content on this website. Any content embedded or posted by ROTREE CORP. representatives to this website is, to the best of our knowledge, appropriate, accurate and representative of professional standards, protocols, procedures and regulations associated with our company. Content posted by outside third parties to any of the social media platforms displayed on this website, is the sole property of said parties and does not necessarily represent or reflect the shared or expressed views, beliefs or opinions of ROTREE CORP. representatives or employees.

### **CODE OF CONDUCT FOR VISITORS TO MAXSTAX WEBSITE**

You are solely responsible for the content of any comments or material you choose to post on any facet of the MAXSTAX Website, namely social media platforms and blogs. You knowingly agree that no language or imagery contributed by you to this website will:

i) be demeaning, derogatory, obscene, offensive, abusive, lude, racist, hateful, discriminatory or unlawful in nature

ii) violate the established and legal standing of licensed trademarks, copyrights or privacy protected content owned by ROTREE CORP.

### **Links to External Online Networks**

Any and all external online networks you choose to access directly from the MAXSTAX website are done so of your own volition and ROTREE CORP. does not necessarily acknowledge, endorse or support such networks, let alone hold any legal liability or responsibility for content contained within these digital platforms, which is understood to be independent of the approved content included on our website.

### **Accuracy of Billing and Account Information**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail, telephone number and/or billing address provided at the time the order was placed. We can choose to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made on the MAXSTAX e-commerce store. You agree to properly update your account and other information, including your email address and preferred method of payment, so that we can successfully complete your transactions and contact you as needed.

### **Exchange or Refund Notice**

ROTREE CORP. reserves the right to refuse any and all customer requests pertaining to exchange of products or the issuing of monetary refunds regarding goods purchased on this website or through a recognized and affiliated third party vendor. Individual cases of customers requesting an exchange or refund are carefully evaluated by a ROTREE CORP. customer care representative in a timely manner. During our investigative process, ROTREE CORP. customer care representatives, acting on behalf of the company, will adhere to ROTREE CORP.'s strict exchange and returns policy as a means to inform and hopefully resolve a customer's request. ROTREE CORP. applies professional judgment and discretion in formulating a final determination as to whether an exchange of product or monetary refund is approved or denied.

Exchanges or Refunds may only be granted to an affected consumer if:

i) a product is lost during transit/delivery and the record of arrival/exchange cannot be retrieved or provided by the shipping/courier company.

ii) the outside of a Physical Game Box is noticeably and permanently damaged during transit/delivery by a courier/shipping company representative responsible for the care and quality of said product.

iii) a merchandise item, not from a Physical Game Box Kit, is noticeably and permanently damaged during transit/delivery by a courier/shipping company representative responsible for the care and quality of said product.

If your request qualifies for our Inspection Review Process (IRP), affected consumers will be provided the requisite shipping information to send said product to our company's receiving address. Upon receipt of said product, if our quality care inspectors deduce that there is observable wear/damage to wooden BLOX inside a Physical Game Box Kit, considered to be consistent with normal gameplay, or the Physical Game Card Deck has been unsealed/unpackaged, it is assumed that the Physical Game Box Kit in question was opened and contents inside were used, therefore nullifying your request for exchange or refund based on your claim that the Game Box itself was damaged upon initial receipt from shipper. It is imperative that you fully understand this stipulation and that you notify us right away if you spot any damage to the exterior of the Game Box PRIOR to opening it. This stipulation clearly states that we will NOT issue an exchange of product or monetary refund until the Physical Game Box Kit in question is returned and cleared by our quality care inspectors. We will inform you of our decision as soon as possible. Additional shipping and handling fees may apply.

## Replacement of Physical Game Box Kit Items

The following Physical Game Box Kit products are **NOT** subject to exchange or monetary refund:

- **MAXSTAX** wooden BLOX
- **MAXSTAX** or **SKYSTAX** Physical Game Cards
- **MAXSTAX** or **SKYSTAX** Physical Game Instructions

**MAXSTAX** wooden BLOX and Physical Game Cards are subject to normal gameplay wear and tear.

Individual **MAXSTAX** wooden BLOX reported to be damaged by their user(s) will **NOT** be replaced and are **NOT** available as a separate purchase unless contained inside a complete set of our **MAXSTAX** Base Kit or **SKYSTAX** Expansion Kit. Wooden BLOX are sold and shipped as a complete set of 48 or 24, depending on which kit you choose to purchase.

Physical Game Card Decks **CAN** be purchased as a separate item and shipped to your chosen location. Please go to the SHOP page on the MAXSTAX website to purchase a replacement Physical Game Card Deck.

Physical Game Instructions have been digitized and embedded on the MAXSTAX website so a physical replacement is **NOT** available for purchase.

## Termination of Terms and Conditions Agreement

This Agreement is effective unless and until terminated by either you or ROTREE CORP. You may terminate this Agreement at any time by no longer using this website, provided that all prior uses of this website are governed by this Agreement. ROTREE CORP. reserves the right to terminate this Agreement at any time and without notice. Based on ROTREE CORP.'s discretion, it may exercise authority to subsequently refuse you access to this website and disallow online purchases you intend to make, due to your failure to comply with any terms or provisions set forth in this Agreement. Upon termination of this Agreement by either you or ROTREE CORP., our company holds no legal liability, obligation or responsibility for your conduct that intentionally or unintentionally breaches and/or violates the aforementioned Terms and Conditions.

For additional information about the MAXSTAX website and your right to privacy of personal information/data, please see our **Consumer Privacy Policy**

ROTREE CORP.'s contact information is as follows:

ROTREE CORP.

P.O. Box 154

Stn. Brooklin, Ontario, Canada L1M 1B5

[connect@maxstaxgaming.com](mailto:connect@maxstaxgaming.com)

1-866-920-2030

Thank you for supporting us and enjoy your MAXSTAX gaming experience.

## MAXSTAX Website Consumer Privacy Policy

ROTREE CORP. respects the privacy rights of its online visitors and is committed to providing you with a secure online environment. We have developed an Online Privacy Policy that governs how we gather and use the information you provide us online. This privacy statement applies to the websites: [www.maxstaxgaming.com](http://www.maxstaxgaming.com) and [www.maxstaxgaming.ca](http://www.maxstaxgaming.ca) It does not cover information that may be collected through any software downloaded from the aforementioned websites or offline activities. ROTREE CORP. reserves the right to change this policy at any time without prior notice to visitors/customers. If you want to ensure that you are up to date with the latest changes, we advise you to frequently visit this page.

### Notice to Online Visitors Under the Age of 13

If you are visiting our website and are under the age of 13, you are NOT permitted to share personal information and must inform a parent or legal guardian as to any questions you may have regarding items listed/advertised on this website. Any personal information provided to us must be that of a parent or legal guardian, especially if/when making online purchases of products from this website's e-commerce store.

### Notice to Parents or Guardians

The MAXSTAX website was designed to be a fun and exciting experience for visitors of all ages. Children viewing or navigating this website may not understand some of the content or information contained within. ROTREE CORP. recommends that adults, especially parents or guardians, explore the website's many wonderful features with their children and provide them clarification when needed. Enabling children to feel supported and informed as they peruse this website will enhance their overall experience and also give a parent or guardian peace of mind in knowing that what their children volunteer to share is appropriate and meets your approval. If you have any questions, comments or concerns about our policy, please visit the CONTACT page on this website and leave a message. A customer care representative will respond in a timely manner.

### Required Personal Information/Data

When you visit this website, we may request:

- i. your contact information (name, email address, telephone number and home address) for marketing purposes
- ii. other information such as personal interests and preferences related to products, merchandise and/or digital applications on this website
- iii. data profile information regarding your online behavior on this website

It is important to note that when you make a purchase or attempt to make a purchase through this site's e-commerce store, the following **Order Information** must be provided from you to accurately process transactions:

- a) Name
- b) Billing address
- c) shipping address
- d) payment information (see our available methods of payment on the SHOP page)
- e) email address
- f) telephone number

## **Reasons for Requesting Personal Information/Data**

We may request personal information/data to:

- i. better understand your needs
- ii. improve our services and products
- iii. customize our website according to your online behavior and personal preferences
- iv. communicate with you or respond to a question or concern you may have
- v. potentially send you promotional emails, with your consent, containing information we think you'll find interesting
- vi. screen orders from our e-commerce store for potential risk or fraud

## **Safeguarding and Securing Personal Information/Data**

ROTREE CORP. is committed to securing your personal information/data and keeping it confidential. ROTREE CORP. will do everything in its power to prevent data theft, unauthorized access and disclosure by implementing the latest technologies and software, which help us safeguard all the information we collect online, especially in relation to your payment, billing and shipping information.

Consumers who choose to purchase products from this website's e-commerce store will NOT be required to register prior to making transactions. Our valued customers should feel secure in knowing that their personal information/data will never be permanently stored, filed or cataloged by ROTREE CORP. When returning for future purchases, you'll simply be asked to fill out your payment, billing and shipping information each visit when finalizing transactions. We realize that this may be a minor inconvenience, but in light of the present day online climate, where illegal digital security breaches are becoming more commonplace, not having any information to steal or misappropriate will likely dissuade unlawful entities from targeting this website.

## **Conditional Sharing of Personal Information/Data**

ROTREE CORP. may share your personal information in compliance with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful requests for information we receive, or to otherwise protect our rights.

## **Consumer Email Consideration**

By requesting that you send us your e-mail, ROTREE CORP. is not attempting to collect any personal information from or about you. We will only use personal information, such as name, telephone number, mailing address and email address, contained in your email to respond to your specific inquiry or comments in the email. Although we may retain your email for a period of time, we will not use any personal information contained in your email for any purpose other than responding to your specific inquiry. We may use the personal information you have provided to respond to your inquiries or to provide you with information that you have requested.

Please note that when customers choose to undergo our exchange of product or monetary refund inspection processes, communications are generally conducted via email; therefore, electing to not provide us with your email will limit our capacity to establish and maintain bilateral communication with you.

### **Links to Third Party Websites**

To facilitate in providing consumers information about our games and products, [www.maxstaxgaming.com](http://www.maxstaxgaming.com) and [www.maxstaxgaming.ca](http://www.maxstaxgaming.ca) contain embedded links to third party websites. An example of this refers to our instructional gaming videos being linked to YouTube. When a visitor to this website wishes to watch a 'How To Play' gaming video for any of our block stacking games, they simply click the displayed link and they'll be immediately redirected to YouTube's viewing platform. This redirection method is to assist in maximizing and maintaining optimal internet speed and performance of the MAXSTAX website, enabling multiple visitors who are simultaneously accessing the website to enjoy a better navigation experience with less network interruptions or slowdowns. Children under the age of 13 may want to get their parent's permission before choosing to be redirected to YouTube.

Parents and Guardians please know that all Instructional MAXSTAX Gaming Videos and Promotional Content hosted on approved third party websites have been produced in accordance with our family-friendly values and are considered to be appropriate viewing material for children of all ages.

For additional information about the MAXSTAX website, please see our **Terms and Conditions of Use**.

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