

To learn more about our Texas registered agent duties, according to the Texas state legislature, see the Texas Business Organizations Code [Section 5.206](#).

Overview of Our Terms of Service

These terms of service (“Terms”) cover your use and access to the services, products, software and websites (“Services”) provided by IncorporateMax Inc. and any of our affiliates (collectively, “company”, “we”, “us” or “our”).

If you do not agree with these Terms, or the terms contained in our Privacy Policy, then you should not use our Services or this website.

- **These Terms and the terms of our Privacy Policy constitute the entire agreement between you and us with respect to our Services and websites.**

These Terms supersede and replace any other prior or contemporaneous agreements, or terms and conditions that may be applicable. These Terms create no third-party beneficiary rights.

- **We may revise these Terms from time to time and will always post the most current version on our website.**

By continuing to use or access the Service after the revisions come into effect, you agree to be bound by the revised Terms.

- **Our failure to enforce a provision of these Terms is not a waiver of our right to do so at a later date.**

If a provision of these Terms is found to be unenforceable, the remaining provisions of the Terms will remain in full force and effect. You may assign your rights and obligations under these Terms provided we receive prior written notice of, and approve of, such assignment. We will not unreasonably withhold our approval. We may assign our rights or obligations to any successor in interest of any business associated with the Services.

Use Our Website & Services

In using IncorporateMax Inc. and our Services, you may not, nor may you permit any third party, directly or indirectly, to:

- access or monitor any material or information on any of our systems, using any manual process or robot, spider, crawler, scraper, or other automated means;
- except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
- perform or attempt to perform any actions that would interfere with the proper working of the Services, or prevent access to or use of the Services by our other customers;
- copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from us;

- transfer any rights granted to you under these Terms;
- use the Services except as expressly allowed under these Terms.

If we reasonably suspect that your account has been used for an unauthorized, illegal or criminal purpose, you hereby give us express authorization to share information about you and your account with law enforcement.

Our Filing and Registered Agent Services

- **Authorization to Receive Service of Process & Other Legal Documents**

As part of our duties as your registered agent, you authorize us to receive service of process, important communications, and legal documents of any kind (“Legal Documents”) on your behalf. You authorize us to receive **up to 10** Legal Documents on your behalf per year. We reserve the right, and you agree, that a fee may be applied to your account for Legal Documents received above the current **10 per year** limit. You also acknowledge and agree that this fee may be subject to change as a result of our sole discretion and determination. You also agree that we can open, scan, upload and transmit the Legal Documents to you by email or priority mail in connection with providing Services to you. Registered agent services are limited to the receipt of service of process as well as the receipt and forwarding of Legal Documents, and do not include the receipt of any general or regular mail or other items. Accordingly, we do not assume liability to you, or any third party, for loss of mail or other items which are not Legal Documents.

- **Working with Third-Party Service Providers**

We may work with third-party providers to provide some of the registered agent services. You acknowledge and agree that these service providers may assist us in providing you with registered agent services.

- **Provision of Accurate and Current Information**

You agree that you are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of your information. You agree that the accuracy of filings which we make on your behalf depends on the information you provide and you agree to promptly notify us when any of your information changes.

- **Regular Mail Documents**

Not all documents are created equally. The documents that we receive at our addresses on your company’s behalf which are not communications from the Secretary of State related to your company’s registration nor documents related to legal service of process are considered by us to be “Regular Mail Documents.” You are only signing up to have documents from the Texas Secretary of State, Texas Comptroller of Public Accounts office, and the Internal Revenue Office. All other documents will not be forwarded to you. They will be shredded at our current office location and not stored.

- **Electronic Records and Signatures**

We may need to file documents on your behalf, so you consent to us affixing your electronic or hard copy signature in order to file documents on your behalf.

Receipt of Packages

During the time we are your Texas registered agent we will not be able to receive packages sent to your behalf at our office location. These will be sent back as "Return To Sender".

Termination of Services (Registered Agent and/or Other Services)

When any Service with us is canceled or terminated, you acknowledge and agree that:

- anyone who has access to your account has the proper authority to cancel Services; and
- the termination is binding on the company(s); and
- upon termination, you waive any and all rights or claims of statutory damages or tort claims; and
- you will **NOT** file a "change of address" request with the United States Postal Service ("USPS"). This is a specific address request form the USPS provides that will ultimately not work because our address is not yours, it is ours. Your use of that form will likely create a substantial headache for both of us. Again, the address we provide to our clients in connection with our Services is **OUR** address.

Termination of Registered Agent Services

- **Termination by Us**

We may terminate your registered agent Service at any time. Reasons for termination may include, but are not limited to: i) your failure to provide accurate, complete and current information for your account; ii) the inability to locate you after reasonable efforts are made; iii) your failure to pay for your Service; or iv) suspected illegal activity;

- **Termination by You**

You may terminate your Service by sending us a certified termination notice or by email to cancel your service(s). If we receive any documents on your behalf after you have canceled your account, you can either sign up for new registered agent services or pay for all Services provided by us prior to your cancellation.

- **Handling of Legal Documents After We are No Longer Your Registered Agent**

Once we are no longer your registered agent, if we receive further Legal Documents on your behalf, we will send an email notice to the last known email address that we have on file for you. If you want to view a Legal Document, you will need to renew your service with us, pay any fees incurred prior to cancellation or pay a per document fee in order to view the Legal Document. Once you take one of these actions, we will upload the Legal Document so that you can view it.

- **You Waive and Release any Claims and Agree to Hold Us Harmless and Indemnify Us**

You waive and release us from any obligation to forward or re-mail documents that are received after your registered agent Service has been terminated and you specifically agree that we have no obligation to forward or re-mail any documents to you except as outlined in these Terms. You further agree to hold us and our affiliates harmless from any third-party claim arising out of a delay or failure of you to receive Legal Documents after your registered agent Service has been terminated.

- **No Refunds for Registered Agent Services**

We do not offer full or prorated refunds for canceled registered agent Service. This

Service is purchased and renewed on an annual basis and must be terminated prior to the annual renewal date to avoid recurring annual charges.

Termination of Other Services

- **Termination by Us**

We may terminate a Service or Services at any time. Reasons for termination may include, but are not limited to: 1) your failure to provide accurate, complete and current information for your account; 2) the inability to locate you after reasonable efforts are made; 3) your failure to pay for your Services; 4) suspected illegal activity; and 5) any other lawful reason.

- **Termination by You**

You can also terminate a Service or Services at any time. To terminate a Service you must notify us by email or certified letter.

How to Terminate or Cancel a Service

To end a service with us and no longer receive invoices, you are required to email us or send us a certified letter of the cancellation of a service with us directly, so you can read and agree to the end of service terms.

Cancellation can be requested at any time. There are no fees to cancel, but upon cancellation of services, you may be required to pay any past-due balances related to such services, unless otherwise specified in this agreement.

Renewal Of Texas Registered Agent Service

We do not auto-renew any of our services. You will renew by receiving a secured link through our email to you or you can use the secured renewal link on our website.

You agree that you are liable for all third-party collection agency recovery fees and charges. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, insufficient funds, and over the credit limit fees. By failing to notify the Company of billing problems or discrepancies you agree that you waive your right to dispute such billing discrepancies. We may modify the price, content, or nature of the Service(s) at any time. We may provide notice of any such changes by email, notice to you upon log-in, or by publishing them on our website.

Refunds

Unless otherwise stated herein, the purchase of our Texas Registered Agent Service is final and non-refundable after 30 days. All incorporation services are non-refundable once the order has been placed with the Texas Secretary of State.

We Are Not Attorneys, Accountants, or Fiduciaries

We provide information and act as a fulfillment service provider. We are not a law firm or an attorney and do not provide legal advice. As we are not attorneys, there is no attorney-client relationship between us and none of the communications between us are protected as attorney-client communications. Use of our services as a fulfillment service provider shall NOT create any fiduciary duty or obligations, either implied or express, by any agent, affiliate or employee of the company.

Limitation on Time to Initiate a Dispute

You agree that any action or proceeding by you relating to any dispute must commence within one year after the alleged cause of action accrues.

Indemnification

You agree to protect, defend, indemnify and hold us harmless from and against any and all claims, causes of action, liabilities, judgments, penalties, losses, costs, damages and expenses (including attorneys' fees and all related costs and expenses for litigation and/or arbitration) suffered or incurred by us, including, without limitation, any claim arising from:

- any actual or alleged breach of your obligations under these Terms or the terms contained in our Privacy Policy;
- your wrongful or improper use of the Services;
- your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;
- your violation of any law, rule or regulation of the United States or any other country;
- any other party's access and/or use of the Services with your unique name, password or other security code;
- any copyright infringement claims that may arise from us scanning Legal Documents or other mail on your behalf;
- the failure of any third party, including but not limited to the United States Postal Service or any commercial delivery or courier service, to provide delivery or courier services accurately and on time;
- any loss, damage or destruction of your Legal Documents by any cause whatsoever;
- our being named as a defendant in an action based on our status as your registered agent;
- any claims or action brought against us relating to your failure to maintain updated information on any of our websites.

Dispute Resolution by Binding Arbitration and Class Action Waiver

A majority of customer concerns can be addressed by calling us at **888-412-5020**. You can also reach us via email, at **incorporatemaxinc@gmail.com**

In the unlikely event that we are unable to resolve your complaint to your satisfaction, we each agree to resolve those disputes through binding arbitration under the auspices of JAMS Alternative Dispute Resolution (“JAMS”). JAMS will administer any such arbitration under its Comprehensive Arbitration Rules. If the amount of the claims and counterclaims are less than Two Hundred and Fifty Thousand Dollars (\$250,000.00), then the JAMS Streamlined Arbitration Rules and Procedures will be used.

You agree that any arbitration pursuant to these Terms will be on an individual basis, and that you will not bring a claim as a plaintiff or class member in a class, consolidated, or representative action. You further agree that class arbitrations, class actions and consolidation with other arbitrations will not be allowed. All disputes and claims between us will be heard by a single arbitrator.

Intellectual Property Rights & Ownership

We own all right, title and interest, in and to all Intellectual Property Rights (as defined below) in the Services and websites, and these Terms do not grant you any rights to our Intellectual Property Rights. For purposes of these Terms, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress, service mark rights, goodwill, trade secret rights, and any other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit comments or ideas about the Services (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary, confidentiality or other obligation, and that we are free to use the Idea without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

“Force Majeure”

We shall not be considered to be in breach or default of these Terms, and shall not be liable for any cessation, interruption, or delay in the performance of our Services or other obligations by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or of the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar event that is beyond our reasonable control, whether foreseen or unforeseen (each a “Force Majeure Event”). If a Force Majeure Event continues for more than sixty days in the aggregate, we may immediately terminate our Services and shall have no liability for, or as a result of, any such termination.

Disclaimer of Warranties & Limitation of Liability

DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT ALLOWED BY LAW, YOUR USE OF THIS SITE AND OUR SERVICES ARE PROVIDED “AS-IS” WITH NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE DO NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES REGARDLESS OF THE LEGAL THEORY, OR WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO YOUR USE OF THIS WEBSITE AND OUR SERVICES SHALL IN NO EVENT EXCEED THE AMOUNT YOU PAID TO US FOR SERVICES DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE OF YOUR CLAIM.

How to Contact Us

We’d be happy to answer any questions about these terms of service. Please don’t hesitate to get in touch by phone at **888-412.5020**, or by email at incorporatemaxinc@gmail.com

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