

PROVEN TERMS OF SERVICE FOR COMPANIES

TOS for workers: <http://www.proven.com/termsWorkers>

Last Updated Date: September 8, 2011

TicTasks, Inc. d/b/a Proven (“**Proven**” or “**we**”) provides a resource for workers with skill sets in the manual trades to connect with companies seeking such workers (the “**Services**”) through our website, accessible at <http://www.proven.com> (the “**Site**”). Please read carefully the following terms and conditions (“**Terms**”) and our Privacy Policy, which may be found at <http://www.proven.com/pages/privacyPolicy>. These Terms govern your access to and use of the Site and the Services and, except as otherwise provided in these Terms, all text, graphics, images, audio, video, Virtual Goods (defined below), information or other materials available through the Site and Services (“**Content**”), and constitute a binding legal agreement between you and Proven.

Certain areas of the Site and Services (and your access to or use of certain Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Services or Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Services or Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY OR ACCESSING OR USING THE SITE OR THE SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM THE SITE OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED THROUGH THE SITE OR SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES OR CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

How the Site and Services Work

- Proven provides a service that helps match companies (“**Companies**”) seeking to fill specific job openings with prospective workers (“**Workers**”) through the use of the Site and Services.
- Proven sorts and analyzes information provided by Workers to match Companies with qualified Workers for job openings listed on the Site and Services by Companies. Proven does not verify any information provided by Workers. Workers may choose to utilize certain features, including, but not limited to a variety of validation features featured via the Site that are administered by Proven’s third party service providers, including, but not limited to, background checks, Department of Motor Vehicles (DMV) record checks, and previous employment and education verification (“**Validation Features**”). Please note that Proven does not independently verify any information provided by Proven’s third party service providers in regard to the Validation Features. Accordingly, Companies should independently verify all Worker information before making any employment decisions.
- In order to list job openings via the Site and Services, Companies must first register to create an Account (defined below) with Proven by accessing the Site and Services. After creating an Account, Companies may describe job openings. Proven will ask Companies for information such as, without limitation, contact information, location information, Company information and related job openings in order to match Workers to Companies seeking such Workers.

- Companies may also choose to utilize certain paid features of the Site, including, but not limited to, purchasing credits to contact Workers directly over the phone via the Site (the “*Pay to Call*” feature) and making payments to Proven via the Site for successfully finding Workers via the Site (“*Success Fees*”). You agree to pay any Success Fees owed to Proven based upon your use of the Site and Services. More information about the Pay to Call feature of the Site and Services and Success Fees is accessible at <http://www.proven.com/pages/pricingCompanies>.

Modification

Proven reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or through the Services or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Site or the Services after we have posted a modification on the Site or through the Services or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and the Services.

Account Registration and Termination

As described above, in order to access certain features of the Site and Services, all Proven visitors, including Workers Companies, must register to create “*Accounts*” and become “*Members*” of the Site and Services. We will ask you to provide certain information to create your Account, including but not limited to your company description, a name of your company representative and contact information.

We will create your Account for your use of the Site and Services based upon the personal information that you provide to us. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Proven reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Proven of any unauthorized use of your Account. You may request to cancel your Account at any time by sending an email to support@proven.com

Without limiting other remedies, Proven may at any time refuse to provide access to the Site or Services to you, without reason or notice to you. Such suspension amounts to a termination by Proven of these Terms (i) if Proven suspects you have failed to comply with any terms or conditions of these Terms or any rules or policies established by Proven or (ii) if Proven suspects that your actions may be illegal or cause liability, harm or disruption to you, other Companies, Workers, Proven and any other Members of the Site or Services or third parties.

Eligibility

The Site and Services are intended solely for persons who are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older.

Your Relationship with Proven

Proven acts only as a service that facilitates the sharing of information between Workers and Companies. Proven does not represent or warrant that any information obtained via the Site or Services is accurate, complete, error free or that it is up to date. If a Worker chooses to use a Validation Feature of the Site,

please note that Proven's third party service providers, and not Proven, process information received pursuant to such Validation Features. Accordingly, Proven cannot verify or guarantee any information made available via the Site, whether or not such information is related to the Validation Features. Proven has no control over content posted by Workers or Companies, the quality, safety or legality of any information on the Site or Services, the truth or accuracy of any such information, and/or the ability of Workers to fill any job openings described by Companies via the Site and Services. In addition, Proven makes no representations about any jobs, Worker information or other information on the Site or Services. Accordingly, Companies should verify any Worker information obtained via the Site or Services before hiring a Worker. Proven will not be held responsible, and disclaims all responsibility, for any Company job openings or Worker information shared via the Site and Services that fail to comply with applicable laws or regulations.

Your Relationship with other Proven Members

There is no guarantee that Proven can match Workers with Companies for open jobs. Your contractual rights regarding your relationship with Workers are governed by any contract you enter with the relevant Worker, if any. You are solely responsible for your interactions with other Members of the Site and Services and you will exercise caution, discretion, common sense and judgment in, using the Site or Services and disclosing personal information to Members and Proven. You agree to take reasonable precautions in all interactions with Members of Proven, particularly if you decide to meet with any such Members in person. Your use of the Site and Services is at your sole risk and discretion and Proven hereby disclaims any and all liability to you or any third party relating thereto.

Proven is not responsible, and disclaims all responsibility, for the use or exchange of any information, services or files among Proven Members, including but not limited to Companies and Workers. Further, As stated above, Proven does not control, nor is it responsible for, the truth, accuracy, completeness, safety, timeliness, quality, appropriateness, legality or applicability of anything said or written by Members including without limitation, any information contained in Company job openings or any Worker information, any information related to the Validation Features or any information made available through the Site or Services that is provided by Members. Proven assumes no responsibility for monitoring any Member Content or otherwise policing its Members in any way.

Pay to Call

If you purchase Virtual Goods (defined below) to use the Pay to Call service, you may be able to contact and have telephone conversations with Workers directly via the Site and Services. If you choose to utilize this feature, we will not share your telephone number with the applicable Worker; instead, we will facilitate a telephone call via the Site. Please note that any conversations made via the Pay to Call feature of the Site may be recorded for customer service, Site improvement and quality assurance purposes.

In-Site Virtual Goods

The Site may include virtual items including, but not limited to Proven "credits" that can be used as part of the Pay to Call feature of the Site and Services ("**Virtual Goods**"). Virtual Goods may be purchased from Proven for "real world" money if you are a legal adult in your country of residence. Proven's Virtual Goods are made available to you at the sole discretion of Proven and may be discontinued at any time. Virtual Goods may never be redeemed for "real world" money, goods or other items of monetary value from Proven or any other party.

Virtual Goods are digital items only. Your right to use any Virtual Goods that you obtain are limited to a non-exclusive, non-transferable, non-sublicenseable, revocable right to use such Virtual Goods solely within the Site for your personal use and for no other purpose. Except for the limited rights described

herein, you have no property interest or right or title in or to any such Virtual Goods, which remain the exclusive property of Proven. As stated above, the existence of a particular offer of Virtual Goods is not a commitment by Proven to maintain or continue to make the Virtual Goods available in the future. The scope, variety and type of Virtual Goods that you may obtain can change at any time. Proven has the absolute right to manage, regulate, control, modify or eliminate such Virtual Goods as it sees fit in its sole discretion, and Proven will have no liability to you or anyone for the exercise of such rights.

Except where explicitly authorized within the Site, (i) transfers of Virtual Goods are strictly prohibited; (ii) outside of the Site, you may not buy or sell any Virtual Goods for “real world” money or otherwise exchange items for value; and (iii) Proven does not recognize any such purported transfers of Virtual Goods, nor the purported sale, gift or trade in the “real world” of anything that appears in the Site. Any attempt to do any of the foregoing is in violation of these Terms and will result in an automatic termination of your rights to use the Virtual Goods and may result in termination of your Account, a lifetime ban from the Site and/or possible legal action. You agree that all sales of Virtual Goods are final. No refunds will be given, except in our sole and absolute discretion. All Virtual Goods are forfeited if your Account is terminated or suspended for any reason, in Proven’s sole and absolute discretion, or if Proven discontinues providing the Site.

Payment Terms

Certain aspects of the Site are, or may in the future be, provided for a fee or other charge, including, but not limited to, the Pay to Call feature and any Success Fees you owe to Proven for your use of the Site and Services. In the event you choose to use paid aspects of the Site, (e.g., if you decide to purchase credits for the Pay to Call feature), you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted in the Site. All fees are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars.

Privacy

See Proven’s Privacy Policy at <http://www.proven.com/pages/privacyPolicy> for information and notices concerning Proven’s collection and use of your personal information.

Ownership

The Site, Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Proven and its licensors exclusively own all right, title and interest in and to the Site, Services and Content, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Content.

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Subject to your compliance with the terms and conditions of these Terms, Proven grants you a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and view any Content solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site, Services or Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Proven or its licensors, except for the licenses and rights expressly granted in these Terms.

Member Content

As a Member, you may post, upload, publish, submit or transmit text, graphics, images, information or other materials to be made available through the Site and Services ("**Member Content**"). By making available any Member Content through the Site and Services, you hereby grant to Proven a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Member Content only on, through or by means of the Site and the Services. Proven does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site or Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site or Services or you have all rights, licenses, consents and releases that are necessary to grant to Proven the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Proven's use of the Member Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services ("**Feedback**"). You may submit Feedback by emailing us at support@proven.com or clicking the "Contact Us" link on the Site and Services. You acknowledge and agree that all Feedback will be the sole and exclusive property of Proven and you hereby irrevocably assign to Proven and agree to irrevocably assign to Proven all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At Proven's request and expense, you will execute documents and take such further acts as Proven may reasonably request to assist Proven to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

General Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person (vii) promotes illegal or harmful activities or substances; (viii) or is inaccurate or untrue.
- Use any information obtained from the Site or Services unless you are seeking employment and career information or a Company seeking a worker;

- Use, display, mirror or frame the Site or Services, or any individual element within the Site or Services, Proven's name, any Proven trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Proven's express written consent;
- Access, tamper with, or use non-public areas of the Site or Services, Proven's computer systems, or the technical delivery systems of Proven's providers;
- Attempt to probe, scan, or test the vulnerability of any Proven system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Proven or any of Proven's providers or any other third party (including another Member) to protect the Site, Services or Content;
- Attempt to access or search the Site, Services or Content or download Content from the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Proven or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Proven trademark, logo URL or product name without Proven's express written consent;
- Use the Site, Services or Content for any commercial purpose or the benefit of any third party or in any manner except as permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Content;
- Interfere with, or attempt to interfere with, the access of any Member, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site or Services;
- Collect or store any personally identifiable information from the Site or Services from other Members of the Site or Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Proven will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Proven may involve and cooperate with law enforcement authorities in prosecuting Members who violate these Terms. You acknowledge that Proven has no obligation to monitor your access to or use of the Site, Services or Content or to review or edit any Member Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Proven reserves the right, at any time and without prior notice, to remove or disable access to any Content, including, any Member Content, that Proven, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Site or Services.

Copyright Policy

Proven respects copyright law and expects its Members to do the same. It is Proven's policy to terminate, in appropriate circumstances, the Accounts of registered Members who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Proven's Copyright and IP Policy at <http://www.proven.com/pages/copyrightPolicy> for further information.

Links

The Site and Services may contain links to third-party websites or resources. You acknowledge and agree that Proven is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Proven of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

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NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PROVEN OR THROUGH THE SITE, SERVICES OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU UNDERSTAND THAT PROVEN DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY MEMBERS OF THE SITE OR SERVICES, NOR DOES PROVEN MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF MEMBERS OF THE SITE OR SERVICES. PROVEN MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS OF THE SITE OR SERVICES, THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE MEMBERS OF THE SITE OR SERVICES OR THEIR SUITABILITY AS POTENTIAL EMPLOYEES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

Indemnity

You agree to defend, indemnify, and hold Proven, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Services or Content, or your violation of these Terms.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND CONTENT REMAINS WITH YOU. PROVEN WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER MEMBERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PROVEN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL PROVEN'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO WORKERS NOW FOR USE OF THE SITE AND SERVICES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT MADE ANY PAYMENTS TO PROVEN, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROVEN AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Proven used herein are trademarks or registered trademarks of Proven. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Proven and you regarding the Site, Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Proven and you regarding the Site, Services and Content.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Proven's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Proven may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by Proven via email (in each case to the address that you provide) or (ii) by posting to the Site or through the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

General

The failure of Proven to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Proven. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Contacting Proven

If you have any questions about these Terms, please contact Proven at support@proven.com.