

PROVEN TERMS OF SERVICE FOR COMPANIES

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TicTasks, Inc., d/b/a Proven (“Proven”, “our”, “us” or “we”) provides a platform to companies to post jobs online via the Site (as defined herein) and/or the App (as defined herein), allowing job candidates to connect with companies by responding to such postings online or using a mobile device (the “Services”), different versions of which can be selected as part of the ordering or registration process, through our website, accessible at <http://www.proven.com> (the “Site”) or through our mobile application (the “App”). 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, information or other materials available through the Site and Services (“Content”), and constitute a binding legal agreement between you and Proven. References made to the Services shall include all versions and editions of the Services offered through the Site and the App.

In the event areas of the Site and Services (and your access to or use of certain Content) contain different terms and conditions or require you to agree with and accept additional terms and conditions, and if there is a conflict between those terms and conditions and these Terms, the terms and conditions posted for such specific area of the Site, Services or Content 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 seeking to fill specific job openings (“Companies”) with prospective candidates (“Candidates”) through the use of the Services. Candidates may be sourced directly via the Services or from other third party offerings. In the event a Company uses the Services to sort candidates from a third party offering, such Company is responsible for complying with any terms and conditions that govern use of the third party offering. YOU UNDERSTAND AND AGREE THAT PROVEN IS NOT A PARTY TO YOUR RELATIONSHIPS WITH ANY THIRD PARTY OFFERING PROVIDERS AND THAT PROVEN ASSUMES NO RESPONSIBILITY FOR YOUR ACTIONS IN CONNECTION WITH SUCH THIRD PARTY OFFERINGS.

- Proven sorts, summarizes, and analyzes information provided by Candidates to match Companies with qualified Candidates for job openings listed on the Site and Services. Proven does not verify any information provided by Candidates. Accordingly, Companies should independently verify all Candidate information before making any employment decisions.
- Companies must first register to create an Account (defined below) with Proven before accessing the Services. After creating an Account, the Companies will be able to access and register for the Services. As part of the registration process, the Company will be prompted to provide certain information such as, without limitation, contact information, location information, Company information and related job openings.

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.

License to Site and Services

Subject to your compliance with these Terms, and provided you are registered to use the Site and Services, Proven hereby grants to you a non-exclusive, non-transferable, terminable license to the Site and Services, to be used solely for your own internal business purposes and only for the purposes for which the Site and Services were intended. You may permit your employees, consultants, or other authorized users to access and use the Site and Services on behalf of and for your benefit.

Modification

Proven reserves the right, at its sole discretion, to modify, discontinue or terminate the Site, App 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 App or 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, the App 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, the App and the Services.

Account Registration

In order to access certain features of the Site and Services, all Proven visitors, including Candidates and 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, the App and Services based upon the 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.

Your Relationship with Proven

Proven acts only as a service that facilitates the sharing of information between Candidates and Companies.

Proven does not represent or warrant that any information obtained via the Site, the App or Services is accurate, complete, error free or that it is up to date. Proven has no control over content posted by Candidates or Companies, the quality, safety or legality of any information on the Site, the App or Services, the truth or accuracy of any such information, and/or the ability of Candidates to fill any job openings described by Companies via the Site, the App and Services. In addition, Proven makes no representations about any jobs, Candidate information or other information on the Site, the App or Services.

Accordingly, Companies should independently verify any Candidate information obtained via the Site, the App or Services before hiring a Candidate. Proven will not be held responsible, and disclaims all responsibility, for any Company job openings or Candidate information shared via the Site, the App 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 Candidates with Companies for open jobs. Your contractual rights regarding your relationship with Candidates are governed by any contract you enter with the relevant Candidate, 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, THE APP 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, THE APP 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 BETWEEN OR AMONG PROVEN MEMBERS, INCLUDING BUT NOT LIMITED TO COMPANIES AND CANDIDATES. 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 CANDIDATE INFORMATION OR ANY INFORMATION MADE AVAILABLE THROUGH THE SITE, THE APP OR

SERVICES THAT IS PROVIDED BY MEMBERS. Proven assumes no responsibility for monitoring any Member Content.

Payment Terms

In the event you choose to use paid aspects of the Site, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted on the Site. You will pay, and authorize Proven to charge using your selected payment method, for all applicable fees and charges. Proven may use third party payment processing to accept and process payments. Proven is not liable for the acts or omissions of these third parties except to the extent imposed by applicable law.

Proven charges and collects in advance for use of the Site, the App and Services. Proven will charge for any automatic renewal term using your selected payment method. All fees are non-refundable and non-transferable except as expressly provided in these Terms. You are responsible for providing complete and accurate billing and contact information to Proven. All fees are exclusive of all applicable taxes, duties or other governmental assessments. You shall be liable for the payment of such assessments (other than taxes based on Proven's income) and shall indemnify and hold Proven harmless with respect to any claims incurred as a result of your failure to pay such assessments. All fees and applicable taxes, if any, are payable in United States dollars.

Term and Automatic Renewal

The initial term for the use of the Site, the App and Services will be as you select during the registration process. The term will automatically renew upon expiration of the initial term and shall be equal in duration to the initial term, unless either party gives notice of cancellation within thirty (30) days prior to the expiration of the initial term or any renewal term. The renewal charge will be equal to the fee in effect during the prior term, unless Proven has given you advance notice of a fee increase, or posted the fee increase on the Site or through the App or the Services, which shall be effective upon renewal thereafter.

Termination

Without limiting other remedies, Proven may at any time refuse to provide access to the Site, the App or Services to you, or suspend your access to the Site, the App or Services, permanently or temporarily 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, Candidates, Proven and any other Members of the Site or Services or third parties. Upon such termination, you will cease all use of the Site, the App and Services.

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, App, 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, App, 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, App, Services or Content.

Content License

Subject to your compliance with 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 evaluation of Candidates through the Site, App and Services and only for the purposes for which the Site, App and Services were intended. 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, App, 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, App and Services ("Member Content"). By making available any Member Content through the Site, App 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, the App 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, App 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, App 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, the App 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, App 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, App or Services unless you are seeking employment and career information or a Company seeking an employee;
- Use, display, mirror or frame the Site, App or Services, or any individual element within the Site, App 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, App 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, App, Services or Content;
- Attempt to access or search the Site, App, Services or Content or download Content from the Site, App 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, App, 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, App, 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, App, 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, App or Services;
- Collect or store any personally identifiable information from the Site, App 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, App, 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, App 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 Policy at <http://www.proven.com/pages/copyrightpolicy> for further information.

Links

The Site, App 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.

Disclaimers

THE SITE, APP, SERVICES AND CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PROVEN EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, APP, SERVICES AND CONTENT AND ALL COMMUNICATIONS AMONG MEMBERS (INCLUDING BUT NOT LIMITED TO THOSE THROUGH THE SITE, APP AND SERVICES) INCLUDING ANY IMPLIED WARRANTY OF QUALITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YOU HEREBY AGREE TO RELEASE PROVEN FROM ANY DAMAGES OR CLAIMS IN ANY WAY CONNECTED WITH CANDIDATES OR OTHER MEMBERS OF THE SITE, APP OR SERVICES. PROVEN MAKES NO WARRANTY THAT THE SITE, APP, SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. PROVEN MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR CONTENT OBTAINED THROUGH THE SITE, APP OR SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE, APP OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PROVEN OR THROUGH THE SITE, APP, 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, APP 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, APP 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, App, 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, APP, 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, APP, SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER MEMBERS OF THE SITE, APP 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, APP, SERVICES OR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO PROVEN FOR USE OF THE SITE, APP 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 to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights will be the state courts of San Francisco County, California or, for matters involving federal

jurisdiction, in the United States District Court for 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, and any invoices and order forms, constitute the entire and exclusive understanding and agreement between Proven and you regarding the Site, App, 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, App, 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 App or the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Dispute Resolution

You and Proven agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site or Services (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. **You acknowledge and agree that you and Proven are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and Proven otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect,

except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration and a separate form for California residents on its website at <https://www.adr.org/aaa/faces/services/fileacase/forms>.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and Proven otherwise agree, the arbitration will be conducted in the city and county of San Francisco. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Proven submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator’s Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. Proven will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Proven will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes. Notwithstanding the provisions of the “Modification” section above, if Proven changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to support@proven.com) within 30 days of the date such change became effective, as indicated in the “Last Updated Date” above or in the date of Proven’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Proven in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

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.