

## **Terms and Conditions of Use**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THIS SITE.

### **1. Introduction**

These Sparrey Consulting Group, Inc. (“Owner”, “we”, “us” and “our”) Terms and Conditions (“Terms and Conditions”) contain the terms and conditions that govern use of our interactive web site (the “Site”) by a provider or User (as defined below) for access to, sharing of and use of information compiled and offered on this the Site.

### **2. Definitions**

In these Terms and Conditions, the words:

- “Content” means any information contained on or accessible through this Site or the Web Services.
- “Log-in ID” means identification required and issued by Owner for access to the Site which may be obtained by a User if they comply with and agree to these Terms and Conditions.
- “Owner” means The Sparrey Consulting Group, Inc., its affiliates and subsidiaries, who is the entity who controls and maintains the Site services located at [www.ProValues.com](http://www.ProValues.com).
- “Password” means the code required and issued by Owner for access to the Site which may be obtained by a User registered for this Site and who has agreed to abide by these Terms and Conditions and the Privacy Policy (as defined below).
- “User” means a person or entity that is authorized to use the Web Services under these Terms and Conditions. A User can access information and data provided by Owner. A User can also upload information to the Site pursuant to these Terms and Conditions. User agrees that information uploaded by one User may be used by other Users of the Site. Throughout these Terms and Conditions the User will often be referred to as “you” or “your”.
- “Web Services” means, collectively, all services, functionality, content, and data made available by Owner through the Site located at [www.Provalues.com](http://www.Provalues.com).

### **3. Acceptance**

A. The User receiving these Terms and Conditions and using the Web Services agrees, represents and warrants (a) to such User's acceptance of these Terms and Conditions; (b) that User has full power and authority to enter into and perform its obligations under these Terms and Conditions; and c) that User has read and agreed to the Privacy Policy located at <http://www.ProValues.com/uploads/sparrProValues-privacy-policy.pdf> (the "Privacy Policy").

B. The User accepting these Terms and Conditions affirms that such User is more than 18 years of age, is fully able and competent to enter into the Terms and Conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and is able to abide by and comply with these Terms and Conditions.

C. Although Owner may attempt to notify the User when major changes are made to these Terms and Conditions, the User should periodically review the most up-to-date version (<http://www.ProValues.com/uploads/ProValues-terms-and-conditions.pdf>). Owner may, in its sole discretion, modify or revise these Terms and Conditions at any time, and the User agrees to be bound by such modifications or revisions. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits.

#### 4. **Users Account**

A. In order to access some features of the Site, you will have to create an account. In order to create an account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you are required to keep your account password secure. You are obliged to immediately notify Owner of any breach of security or unauthorized use of your account.

B. Owner will not be liable for your losses caused by any unauthorized use of your account; however, you may be liable for your losses or losses of others if an unauthorized use of your account occurs.

#### 5. **General Use**

Owner hereby grants you permission to access and use the Web Services as set forth in these Terms and Conditions, provided that:

A. You agree not to alter or modify any part of the Site.

B. You agree not to access the Site Content through any technology or means other than provided by Owner and the Web Services, or other explicitly authorized means Owner may designate.

C. You are entitled to upload Content to the Site and download Content which has a "download" tag from the Site Web Services as long as you are in compliance with these Terms and Conditions.

D. You agree to pay for your use of certain features in this Site pursuant to the rates set forth on the pricing sheet located at [www.ProValues.com](http://www.ProValues.com). All pricing for services provided by Owner are in United States dollars. Owner will make every attempt to convert prices paid in foreign currency to United States dollars using the most current rate tables, however there

is no guarantee that the exchange rate is exact and the full price that a User will pay may include currency conversion charges applied by such User's respective bank or credit card provider over which Owner has no control.

E. You agree not to access the Site for any of the following commercial uses unless you obtain Owner's prior written approval:

- the sale of access to the Site or Web Service;
- the sale of advertising, sponsorships, or promotions placed on or within the Site; or
- the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or Site containing Content delivered via the Site.

## 6. **Your Use of Content on the Site**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

A. The Content on the Site, and the trademarks, service marks and logos ("Marks") on the Site, are owned by or licensed to Owner, subject to copyright, trademarks and other intellectual property rights under the law.

B. Content is provided to you AS IS. You may access Content for your information and as permitted under these Terms and Conditions. You shall not download any Content unless you see a "download" or similar link displayed by Owner on the Site for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of Owner or the respective licensors of the Content. Owner and its licensors reserve all rights not expressly granted in and to the Site and the Content.

C. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content therein.

D. You understand that when using the Site, you will be exposed to Content from a variety of sources, and that Owner is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Owner with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Owner, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Site.

## 7. **Your Content and Conduct**

A. As a User you may submit Content to the Site, including [data, videos, photographs and user comments. You understand that Owner does not guarantee any

confidentiality with respect to any Content you submit. In fact any Content submitted may be used by other Users of this Site and the Web Services].

B. [You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Site. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to Owner all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Site pursuant to these Terms and Conditions.

C. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to Owner, you hereby grant Owner and all other Users of this Site and their customers a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Site and Web Services and Owner's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Site a non-exclusive license to access your Content through the Site, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Site and under these Terms of Site. The above licenses granted by you in video Content you submit to the Site terminate within a commercially reasonable time after you remove or delete your videos from the Site. You understand and agree, however, that Owner may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.]

D. You further agree that Content you submit to the Site will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Owner all of the license rights granted herein.

E. Owner does not endorse any Content submitted to the Site by any User or other licensor, or any opinion, recommendation, or advice expressed therein, and Owner expressly disclaims any and all liability in connection with Content. Owner does not permit copyright infringing activities and infringement of intellectual property rights on the Site, and Owner will remove all Content if properly notified that such Content infringes on another's intellectual property rights. Owner reserves the right to remove Content without prior notice.

## 8. **Links to Third Party Sites**

The Site may contain links to web sites operated by parties other than the Site. Such links are provided for your convenience only. Owner and the Site do not control such Sites, and are not responsible for their contents. Our inclusion of links to such Sites does not imply any endorsement of the material on such Sites or any association with their operators.

## 9. **Third Party Content**

This Site is a depository of content supplied by third parties and users of the site. Accordingly, Owner has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the respective author(s) or distributor(s) and not of Owner. In many instances, the content

available through the site represents the opinions and judgments of the respective information provider or user. Owner neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the site by anyone other than authorized Owner employee spokespersons while acting in their official capacities.

10. **Termination Policy**

Owner will terminate a User's access to this Site if they are determined to have violated any of these Terms and Conditions.

11. **Digital Millennium Copyright Act**

A. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA notices should be sent to [admin@ProValues.com](mailto:admin@ProValues.com). You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

B. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your

Content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Diego, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Owner, it may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it within ten (10) business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, within ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at Owners' sole discretion.

## 12. **Limitation of Liability**

IN NO EVENT SHALL OWNER, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT OWNER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE JURISDICTION OF SAN DIEGO, CALIFORNIA.

THE SITE IS CONTROLLED AND OFFERED BY OWNER FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA WITH A PRINCIPLE OFFICE IN CALIFORNIA. OWNER MAKES NO REPRESENTATIONS THAT THE SITE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE FROM OTHER JURISDICTIONS DO SO OF THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

13. **Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. OWNER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT, THE POSTINGS, OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR POSTINGS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. OWNER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY STATEMENT MADE BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEB SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND OWNER WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION OR COMMUNICATION BETWEEN YOU AND ANY THIRD-PARTY.

14. **Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Owner, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site; (ii) your violation of any term of these Terms and Conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content posted to the Site caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the Site.

15. **Assignment**

Any rights and licenses granted hereunder, may not be transferred or assigned by you to anyone, but may be assigned by Owner without restriction.

16. **General**

USER VERIFIES AND ACCEPTS THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THE SAME BY CLICKING ACCEPT AT THE BOTTOM OF THIS PAGE. USER SIGNING THIS FORM CONFIRMS THEY HAVE READ AND UNDERSTOOD THE TERMS CONTAINED HEREIN AND THAT THEY HAVE AUTHORITY TO SIGN AND BIND THEMSELVES TO THESE TERMS AND CONDITIONS.

Dated: September 12, 2016