

Terms of Use

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Hello Prosper Inc. operating as “Hello Prosper” (“**Prosper**”, “**we**”, or “**us**”) provides a service which, amongst other things, allows you as a user (a “**user**” or “**you**”) to receive job-interview coaching and other training services related to your search for employment (the “**Services**”) from one of Prosper’s interview coaches and/or peers in our community (each a “**Coach**”). For greater certainty, “**Services**” shall include any service or product we make available to or perform for you through the Site (as hereinafter defined). The web page at <http://www.helloprosper.com/>, all linked pages under such domain, and any mobile applications or desktop applications made available to you by Prosper, together form the “**Site**”.

This document sets forth the terms and conditions that apply to your use of the Site. By using or accessing the Site and/or the Services, whether manually or by automated means, you agree to these terms. If you have any questions or concerns, please do not hesitate to contact us.

Terms of Use and Agreement

Please read the following terms of use (“**Terms**”) carefully before using the Site.

By accessing the Site or by using any of the Services or by using any Site applications (including mobile and desktop applications), you agree to be bound by these Terms, which, together with our [Privacy Policy](#), govern the relationship between you and Prosper in relation to the Site and/or the Services. These Terms affect your legal rights and obligations. If you do not agree to the Terms, please do not use the Site or the Services.

Changes to this Agreement

We may revise these Terms from time to time and the most current version will always be posted to our website. If a revision is, in our sole discretion, material we will notify you at the e-mail address you have most recently provided to us. By continuing to access or use the Site and Services, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, please stop using the Site and/or Services.

General Use and Site License

The Site and Services are intended for use only by those individuals who are at least 13 years of age. If you are not of the age of majority in your jurisdiction, you are not authorized to use the Site or Services without the permission and supervision of your parent or legal guardian. If you are under the age of majority, you warrant that you have the express permission of your parent or legal guardian to use the Site and the Services. If you are a parent or legal guardian and have authorized a minor to use the

Site and Services, you agree that you are responsible for the online conduct of the minor, and for the consequences of any misuse of the Site and/or Services by the minor.

You are solely responsible for your interactions with other users of the Site and Services. We reserve the right, but are under no obligation, to monitor disputes between you and other users.

You agree that you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of this Site and/or Services and all charges related thereto. We shall not be liable for any damages to your or any user's equipment, or for any data charges resulting from the use of the Site or Services.

Services Rules for Users

You may purchase training using the Services (each a "**Training Guide**"), according to the pricing, timing, and other terms set forth on the Site or otherwise communicated to you by Prosper for such Training Module. The particulars of each Training Guide (the "**Guide Conditions**") will be set forth on the Site and mobile App and you agree that your purchase of a Training Guide shall be governed by the Guide Conditions and these Terms. No modifications to the Guide Conditions shall be effective unless agreed to in writing by you and Prosper.

By agreeing to purchase a Training Guide, you agree to pay the fees specified for such Training Module according to the payment schedule and terms communicated to you on the Site, App, through the Services, or otherwise for such Training Guide. Unless otherwise specified, fees for a Session (as hereinafter defined) will be due and payable upon purchase. Prosper reserves the right to deny provision of any portion of a Training Guide or any future Sessions in the event that any fees are then owing by you to Prosper and are then overdue.

Each Training Guide will be comprised of, among other things, instructional sessions with a Coach (each a "**Session**"), and training content to be used in conjunction with such Sessions (the "**Training Content**"). Subsequent to your purchase of the Training Module, you will be connected with your designated Coach and will schedule your Sessions. Unless otherwise specified, all Sessions must be used within one (1) month of their purchase (the "**Session Deadline**"). In the event that all Sessions are not conducted prior to the Session Deadline, you shall, effective as of the Session Deadline, be obligated to make payment to Prosper of the fees for any unused Sessions.

Upon provision of Training Materials to you pursuant to these Terms and subject to the payment to Prosper of any fees associated therewith, you shall be deemed to have

been granted a worldwide, royalty-free, non-exclusive, non-sub-licensable and non-transferable right and license to use such Training Materials for your own personal non-commercial purposes. For greater certainty, you are not permitted to share any Training Materials with any other person unless specifically authorized in writing by Prosper.

Prosper reserves the right to replace your Coach on either a temporary or permanent basis immediately upon written notice to you with no liability to you whatsoever. In the event that you wish to replace your Coach, you must provide notification to Prosper at least forty-eight (48) hours in advance of your next Booked Session (as hereinafter defined), and Prosper will use its commercially reasonable efforts to locate a new Coach for your Sessions.

In the event you are unable to attend a Session which has been scheduled with your Coach (a “**Booked Session**”) or wish to reschedule a Booked Session, you must inform both your Coach and Prosper (an “**Attendance Notice**”) in writing. Prosper may be informed of cancellation or reschedule requests by e-mail at beckie@helloprosper.com and your Coach by e-mail to the address provided to you by such Coach. If such Attendance Notice is delivered at least forty-eight (48) hours in advance of the scheduled start time of such Session, you will be entitled to reschedule your Session, provided that such Session takes place before the Session Deadline, and both the Coach and Prosper will make their commercially reasonable efforts to reschedule such Session. If such Attendance Notice is delivered less than forty-eight (48) hours prior to the schedule start time of the applicable Session, you will be obligated to pay the fees for such Session and will not be entitled to reschedule your Session, unless otherwise agreed by both your Coach and Prosper.

In the event that your Coach is unable to attend a Booked Session or wish to reschedule a Booked Session, they must inform you at least forty-eight (48) hours in advance of the scheduled start time of such Booked Session (a “**Coach Notice**”), in which case Prosper and such Coach will be entitled to reschedule such Booked Session and you will make your commercially reasonable efforts to facilitate such rescheduling. In the event that your Coach provides a Coach Notice less than forty-eight hours prior to the scheduled start time of the applicable Booked Session, you will be entitled to either (i) permanently cancel such Session; or (ii) reschedule such Session. In the event you cancel such Booked Session, you will not be obligated to pay any fees on account of such Session.

In no event shall you make any payments directly to a Coach for Training Modules, Sessions, Training Materials or any similar services or deliverables provided to you by such Coach, whether through the Site and/or Services or otherwise during the course of your Training Module or for a period of two (2) years thereafter. For greater certainty, Prosper will not credit you for any payments made directly to a Coach.

Services Rules for Coaches

You may apply to become a Coach. In order to apply to become a Coach, you may be required to submit to Prosper, amongst other things, the following information: name, address, email, work experience, LinkedIn profile, driver's license, phone number. Prosper reserves the right to approve or reject any Coach applicants in its sole discretion and without any liability to you whatsoever.

Coaches will be paid the fees specified by Prosper for each Session provided and for any other services or deliverables which may be provided by such Coach, as agreed to in writing by Prosper (collectively the "**Coaching Services**"). Coaches will only be entitled to payment of fees for Coaching Services upon the later to occur of: (i) payment to Prosper of the corresponding fees for such Coaching Services by the applicable user; and (ii) the expiration of any applicable refund, exchange, or return period for such Coaching Services.

Prior to using any User Generated Content in connection with the Site and/or Services, each Coach shall submit such User Generated Content to Prosper for approval ("**Coach Materials**"). Prosper reserves the right to reject any submitted Coach Materials for any reason whatsoever without any liability to you. In the event that any Coach Materials are not approved by Prosper, they shall not be used in connection with the Services.

In the event that a Coach is unable to attend a Booked Session, they shall provide a Coach Notice at least forty-eight (48) hours in advance of the applicable Booked Session. In the event that a Coach provides a Coach Notice less than forty-eight (48) hours prior to the commencement of a Booked Session, and such Booked Session is rescheduled, the Coach will only be entitled to receive fifty-percent (50%) of the fees they would have been entitled to be paid in connection with such Booked Session had such Booked Session not been rescheduled. In the event that a Coach provides a Coach Notice less than forty-eight (48) hours prior to the commencement of a Booked Session and such Booked Session is not rescheduled, the Coach will not be entitled to any payment of fees in respect of such Session.

If you are a Coach, you agree that it is the intention of the parties, and the parties understand and agree, that you are an independent contractor, and neither you nor any of your representatives is an employee, agent, joint venturer or partner of Prosper. Nothing in these Terms shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Prosper and yourself or any of your representatives, and neither party shall hold itself out as the agent, representative, or employee of the other nor contract or incur obligations in the name of the other.

Any tax or other governmental charges that apply to the fees payable to a Coach are conclusively presumed to be included in your compensation, and accordingly, Prosper shall not pay any amounts in addition to such fees for any such tax or governmental charges. Such taxes or charges shall be your exclusive responsibility. You shall have sole and exclusive responsibility for all statutory obligations, including but not limited to Canada Pension Plan contributions, employment insurance premiums, income tax, workers' compensation assessments, employer health tax, vacation pay and statutory holiday pay. You shall indemnify and save harmless Prosper of and from any and all claims, charges, costs, expenses and demands that may be made against Prosper by any government authority for any statutory obligations whatsoever in connection with our payment of fees to a Coach.

During the term of your participation as a Coach and for a period of twenty-four (24) months following termination of this Agreement, you acknowledge and agree that you will not, in any jurisdiction where you have acted as a Coach or in any jurisdiction in which any user to whom you have provided coaching services to hereunder is located, on your own behalf or on behalf of or in connection with any other party, directly or indirectly: (i) solicit, interfere with or endeavour to entice away from Prosper any current or potential client, customer or supplier of Prosper their business, or persuade or attempt to persuade same not to conduct business with Prosper; or (ii) solicit, offer employment to, or endeavor to entice away from Prosper, or interfere in any way with the relations between, any person who was or is, a principal, agent, director, shareholder, employee, consultant or independent contractor of the Prosper or who resigns from Prosper in order to accept an offer of employment.

Recording of Sessions

Prosper may record Sessions or any other interaction between a user and a Coach or member of the Prosper team in audio or video format (or both) (each a "**Recording**" and collectively, the "**Recordings**"). Prosper may choose to provide you with a copy of any Recording of your interactions on the Site in its full discretion. Prosper will only use the Recordings for internal quality management and training purposes. You hereby consent to Prosper creating the Recordings and using them as set forth herein.

Payment Terms

Prosper uses Stripe (stripe.com) for all outgoing payment processing. Stripe's applicable fees are included in the price you pay to Prosper. Your use of Stripe is governed by Stripe's then applicable terms of use, available [here](#), and privacy policy, available [here](#).

With respect to any purchase made on or through the Site and/or Services, you agree that: (i) you will not use an invalid or unauthorized credit or debit card or other payment method; (ii) you are solely responsible for identifying and selecting the product you wish to purchase; (iii) your payment will be charged to the credit or debit

card or other payment method you use through authorized payment partners; (iv) all purchases are final and non-refundable unless otherwise specified; and (v) your use of any third-party payment provider is governed by such third-party payment provider's then applicable terms of use and privacy policy. Prosper reserves the right to reject, in its full discretion, any and all orders or purchases made on the Site or through the Services.

You understand you will be responsible for paying all fees and applicable taxes associated with using the Services. You will be responsible for paying any duty, taxes, or brokerage fees applicable to the purchases that you make using the Site and/or Services.

Accurate Information; Registration and Passwords; URLs

In consideration of your use of the Site and Services, you agree to: (a) provide accurate information as prompted on the Site or through the Services; and (b) maintain and update such information to keep it accurate. If you provide any information that is inaccurate, or Prosper has reasonable grounds to suspect that such information is inaccurate, Prosper may suspend or terminate your use of the Services and/or the Site and/or decline to permit your continued use of the Site and/or the Services and future access to the Site and/or the Services.

To access certain parts of the Site or Services or in order to participate in a Training Module, you may be required to open an account with Prosper, in which case you will have to create a username and password and to provide registration information, which may include, but not be limited to, a valid e-mail address, name, phone number, address, age, gender, student status, and location of study.

You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

You are responsible for maintaining the confidentiality of your credentials and are solely responsible for all activities (whether by you or by others) that occur under your Site and/or Services credentials. You must notify Prosper immediately of any unauthorized use of your password or account or any other breach of security. Prosper assumes no liability for any loss or damage arising from any unauthorized use of your credentials by a third party. Prosper may require that you change your password prior to accessing the Site and/or Services at any time.

If you are a business, government, or non-profit entity, the person whose e-mail address is associated with the account at the time of registration must have the authority to bind you to this Agreement.

If you are under the age of majority in your jurisdiction then you must obtain the permission of your parent or legal guardian prior to registering an account. Your parent or legal guardian will then be responsible for your online conduct, and the consequences of any misuse of the Site and/or Services.

Changes to Pricing Policy; Services.

Prosper reserves the right to change its pricing policy and structures at any time and from time to time; such changes are effective when Prosper posts the same to the Site and/or the Services or otherwise communicates the same to you. Prosper may, in its sole discretion, change some or all of Services at any time. In the event Prosper introduces a new product or service, the pricing for that product or service is effective at the launch of the product or service. Unless otherwise stated, all fees are quoted in the currency specified in connection with such quote and do not include applicable taxes.

Prohibited Uses

As a condition to using the Site and/or Services, you promise not to use the Site and/or Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably foreseen to have been intended by Prosper. By way of example, and not as a limitation, you agree not to use the Site and/or Services:

1. in any way that is false, inaccurate or misleading;
2. to sell, transfer, license or assign your user account, username, or any other rights granted to you hereunder;
3. in any way that is fraudulent or otherwise involves the sale of illegal or stolen goods;
4. to collect and use product listings, descriptions or images;
5. to abuse, harass, threaten, impersonate or intimidate any person;
6. to post or transmit, or cause to be posted or transmitted, any content on the Site and/or Services that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, violent or that infringes any copyright or other right of any person;
7. for any purpose (including posting or viewing content) or in any fashion that is not permitted under the laws of the jurisdiction in which you use the Site and/or Services;
8. to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any user of the Site or Services;
9. to reverse engineer, decompile or disassemble the Site, or to convert into human readable form any of the contents of this site not intended to be so read,

including but not limited to using or directly viewing the underlying code for the site except as interpreted and displayed in a web browser;

10. to create or transmit unwanted 'spam' to any person or any URL;
11. to violate or attempt to violate the security of the Site and/or Services;
12. with the exception of accessing RSS feeds, you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes or might impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site;
13. to advertise or perform any commercial, religious, political or non-commercial solicitation, including, but not limited to, the solicitation of users of this Site to become users of other on- or offline services directly or indirectly competitive or potentially competitive with Prosper;
14. to interfere with or attempt to interfere with the proper working of the Site and/or Services;
15. to sell or otherwise transfer your Site and/or Services account;
16. to attempt to restrict another user from using or enjoying the Site and/or Services or to encourage or facilitate violations of these Terms or the Privacy Policy;
17. to interfere in any way with the business of any other user of the Site; or
18. in any other way that violates these Terms.

Prosper shall have the right, but no obligation, to monitor the content and your activities on the Site and/or Services to determine compliance with these Terms and any other operating rules we establish.

We reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, or to refuse any purchase orders that in Prosper's sole discretion is inappropriate, objectionable or in violation of these Terms.

Prosper neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement on the Site and/or Services, whether it is provided by Prosper, our employees, or a third party. Under no circumstances will Prosper be liable for any loss or damage of any kind caused by reliance on information obtained through the Site and/or Services. Neither Prosper nor any third-party content provider shall assume or have any liability for any action or inaction by Prosper or any third-party

content provider with respect to any conduct, communication or posting on the Site and/or the Services.

Third Party Service

Your use of any third-party service provider in connection with the Services, including, but not limited to (i) payment service providers such as Stripe; and (ii) third-party technology providers such as Skype or GoToMeeting is governed by such third-party service provider's then applicable terms and conditions and, to the extent that you make use of a third-party provider in connection with the Services, you hereby agree to abide by such terms. Any fees charged by a third-party service provider in connection with your use thereof shall be your sole responsibility.

Termination

Except with respect to a Coach, Prosper may terminate or suspend any and all Services and/or your user account immediately, without prior notice or liability, including without limitation if you breach the Terms, provided, however, that if any fees are payable by you to Prosper at the time of such termination, such fees shall remain due and owing.

Prosper may terminate a Coach's use of the Site and/or Services immediately without prior notice for any reason and for any time without any liability. Notwithstanding the foregoing, if a Coach's use of the Site and/or Services is terminated hereunder, such Coach shall continue to be entitled to the payment by Prosper of any fees accrued as of the effective date of such termination, unless such termination is due to a breach of these Terms or any other agreement between you and Prosper (a "**Breach**"). In the event that a Coach's use of the Site and/or Services is terminated due to a Breach, such Coach will not be entitled to the payment of any fees earned in connection with such Breach or any activity to which such Breach relates.

Upon termination of your account, your license to use the Site and Services will be revoked and your right to use the Site and/or Services will immediately cease. If you wish to terminate your Prosper account, you may simply discontinue using the Site and/or Services. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, intellectual property ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Links

The Site and/or Services may provide, or third parties may provide, links to other websites or resources. Because Prosper has no control over such sites and resources, you acknowledge and agree that Prosper is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or

resources. You further acknowledge and agree that Prosper shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content or goods or services available on or through any such site or resource.

Privacy Policy

Registration data and other information we collect from you are subject to our [Privacy Policy](#). You understand that through your use of the Site and/or Services you consent to the collection, use and disclosure of this information, only as permitted by the Privacy Policy and in order to provide the Site and Services to you.

Intellectual Property Rights

You retain ownership of any content you submit to the Site or through the Services (“**User Generated Content**”). However, by submitting your User Generated Content to Prosper, you hereby grant Prosper the following worldwide, royalty-free, non-exclusive, sub-licensable and transferable rights and licenses:

- to host, cache, store, archive, index, crawl, create algorithms based thereon, modify or transcode your User Generated Content to appropriate media formats, standards or mediums as part of the services Prosper provides;
- to use, distribute, reproduce, modify, remix, excerpt, adapt, prepare derivative works of, publicly perform and publicly display your User Generated Content on the Site, including without limitation, in connection with any distribution or syndication arrangement thereof with third parties or third-party sites, in any media format or medium and through any media channels; and
- to use your User Generated Content for advertising, promotional or commercial purposes, including without limitation, the right to publicly display, perform, reproduce and distribute your User Generated Content in any media format or medium and through any media channels.

Please keep in mind though that even if you delete your User Generated Content from the Site or Services, it may still exist in back-up copies or copies made by third parties prior to deletion.

By submitting User Generated Content to the Site and/or through the Services, you hereby represent and warrant to Prosper that, unless otherwise indicated by you in writing, the User Generated Content: (i) complies with these Terms; (ii) are your original works and do not infringe on the intellectual property rights of any third party; (iii) that use of such User Generated Content in compliance with these Terms shall comply with all local, provincial, and federal laws; (iv) that your use or sharing of such User Generated Content in connection with your use of the Site and/or Services does not violate any privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; (v) your use or sharing of the User

Generated Content does not result in a breach of contract between you and a third party; and (vi) you (or the creator of) such User Generated Content have waived any and all moral rights in and to the User Generated Content.

Unless you are advised otherwise, everything you see or read on the Site and/or Services is subject to copyright, trade mark or other forms of legal protection owned by or licensed by third parties to Prosper. Content contained on the Site and/or the Services may not be used except as provided in these Terms or in the text of the Site and/or Services without the written permission of Prosper.

The trade-marks and logos (collectively the “**Trade-marks**”) displayed on the Site and/or Services are registered and unregistered Trade-marks. Nothing contained in the Site and/or Services gives you permission to use these Trade-marks, and your use of the Trade-marks is strictly prohibited. Prosper reserves the right to enforce its intellectual property rights where applicable.

Release, Limitation of Liability, Indemnity

You will indemnify, defend, and hold harmless Prosper against any actual or threatened third-party actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgments and demands of any kind whatever (“**Claims**”) arising out of or based upon any breach of these Terms or from any representation or warranty contained herein and made by the you which was or is at any time false, and indemnify Prosper from all damages, costs, and attorneys’ fees finally awarded in any such Claim against Prosper. Your obligation under this section is contingent on: (a) Prosper giving you prompt written notice of the Claim, provided that notice given by way of the e-mail address most recently provided by you shall be deemed to be effective notice; (b) Prosper granting you full and complete control over the defense and settlement of the Claim; (c) Prosper providing assistance in connection with the defense and settlement of the Claim as you may reasonably request; and (d) Prosper’s compliance with any settlement or court order made in connection with the Claim, provided that you may not agree to any settlement that imposes any obligation on Prosper without Prosper’s consent. Prosper will not defend or settle any Claim eligible for indemnification under this section without your prior written consent.

You hereby expressly and irrevocably release and forever discharge Prosper, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of your use of the Site and/or the

Services, including but not limited to any interaction with a Coach or User not authorized by these Terms.

In no event shall Prosper be liable under contract, tort, strict liability, negligence or other legal theory with respect to the Site and/or the Services (i) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, (ii) to provide substitute goods or services (however arising); or (iii) for any direct damages in excess of (the aggregate) of the amounts paid to Prosper by the party claiming liability in the twelve (12) months immediately preceding the date on which such liability is alleged to have arisen.

Disclaimer of Warranties

THE SITE, THE SERVICES, THE TRAINING MATERIALS, AND THE USER GENERATED CONTENT AND ANY ASSOCIATED SERVICES OR PRODUCTS ARE PROVIDED BY PROSPER ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROSPER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, TO THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THE SITE OR SERVICES, OR TO THE FUNCTIONALITY OF ANY SERVICES OR PRODUCTS ASSOCIATED THEREWITH. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PROSPER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF WORKMANLIKE EFFORT, OF SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF CONTENT, OR OF NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OR TRADE. FURTHER, PROSPER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE AND/OR THE SERVICES AND/OR THEIR CONTENTS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. PROSPER IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, PHOTOGRAPHY OR ANY OTHER CONTENTS ON THIS SITE AND/OR THE SERVICES. BY USING THE SITE AND/OR SERVICES, YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE, SERVICES, OR PRODUCTS AND SERVICES ASSOCIATED THEREWITH, INCLUDING YOUR USE OF ANY AND ALL ASSOCIATED CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SITE AND/OR SERVICES, AND ANY ASSOCIATED SERVICES IS SOLELY AT YOUR OWN RISK. PROSPER DOES NOT WARRANT OR GUARANTEE THAT ITS SITE OR SERVERS OR E-MAILS SENT BY OR ON BEHALF OF PROSPER ARE FREE OF VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS. FURTHER, PROSPER DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED AND ERROR-FREE OPERATION OF ITS SITE, NOR THAT ALL COMMUNICATIONS BETWEEN YOU AND PROSPER, OR BETWEEN YOU AND ANY OTHER USER OF THE SITE, WILL BE SECURE FROM ACCESS OR INTERFERENCE BY THIRD PARTIES.

The Security of the Site

Prosper maintains reasonable safeguards and personnel policies that are designed to guard the Site, the Services, our systems and our users', business partners' and others' information. For example, for the security of your online visit to the Site, Prosper may make use of firewall barriers, encryption techniques and/or authentication procedures.

Unfortunately, no data transmission over the Internet can be guaranteed to be absolutely secure. As a result, while Prosper strives to protect your information, it cannot ensure or warrant the security of any content you transmit to us, and you do so at your own risk. In the event of a breach of the confidentiality or security of your personal information, Prosper will notify you as necessary so you can take appropriate protective steps. Unless you indicate otherwise, we may notify you under such circumstances using the email address you provided to us when you registered with the Site.

Electronic Communications

When you visit the Site, use the Services or send emails to Prosper, you are communicating with us electronically. You consent to receive communications from Prosper electronically. Prosper may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that Prosper provides to you electronically satisfy any legal requirement that such communications be in writing.

Site is for Use in Canada

These Terms of use are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. By visiting the Site or using the Services, you agree to comply with all federal and provincial laws governing the Site and/or the Services, online conduct and acceptable content. You further agree to comply with all applicable laws regarding the transmission of data exported from Canada or the country in which you reside.

Conflict with Other Agreements

These Terms are in addition to, and do not nullify, any other agreement between you and Prosper or any other applicable terms and conditions found on the Site. In the case of any direct conflict between these Terms and any other agreement between you and Prosper, the provisions of such other agreement shall prevail but only to the extent applicable to the conflicting provisions. You agree to comply with all rules or restrictions that are posted on the Site.

Void where Prohibited by Law

Prosper administers and operates the Site and Services from its location in Ontario, Canada. Although the Site and Services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site

and/or Services are available to all persons or in all geographic locations, or appropriate or available for use outside Canada. Prosper reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside Canada, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Resolution of Disputes

If a dispute arises out of, or in connection with this Agreement, the parties agree to first meet to pursue resolution through negotiation.

Miscellaneous

No agency, partnership, joint venture, or employment is created as a result of the Terms and you have no authority of any kind to bind Prosper in any respect whatsoever. The failure of any party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Prosper shall not be liable for any failure to perform its obligations hereunder, where such failure results from any cause beyond Prosper's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). Prosper may transfer, assign or delegate the Terms and its rights and obligations without consent.

Survival

Any of these Terms which by its nature should survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability, shall survive termination and continue in full force and effect except to the extent expressly set out in these Terms.

Severability

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms and any such invalid or unenforceable term shall be deemed to be severable.

Governing Law and Language

These Terms are made under and governed by and are to be construed in accordance with the laws of Province of Ontario and the federal laws applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario with respect to any disputes arising out of this Agreement.

Feedback/Notices

All notices or other correspondence to Prosper under this Agreement must be sent to the following electronic mail address for such purpose: krystyn@helloprosper.com.

Or to the following physical address:

Hello Prosper
33 Bloor Street E,
Toronto, ON
M4W 1A9

If you have any questions about this Agreement or if you wish to report breaches of this Agreement, please contact us at hi@helloprosper.com.