**Terms & Conditions**

Last Updated on AUGUST 9, 2023

**1. Introduction**

These Terms of Use (these "Terms") are a legally binding agreement between you and Proxxy, Inc., doing business as Proxy and its related companies, affiliates, and subsidiaries ("Proxy," "we," or "us"). We provide financial services for home buyers that are going green (the "Services") through our websites, including our website located at [www.useproxy.com](http://www.useproxy.com) and www.mobile.useproxy.com (collectively, our "Websites"), our mobile device applications, if any (our "Apps"), and application program interfaces and other services we make to interact with you through social networks (such social networks, "Social Networks"; our services that interact with Social Networks, "Social Network Services"; our Websites, our Apps, our Social Network Services, and our other services are collectively our "Services").

These Terms (UNDER THE HEADING "DISPUTE RESOLUTION") include your agreement to use arbitration on an individual basis to resolve disputes, instead of jury trials or class actions.

Certain features of the Services may be subject to additional terms and conditions which will be posted on the Services in connection with those features or provided to you in writing (including by email). All such additional written terms and conditions are incorporated by reference into these Terms. If there is a conflict between these Terms and such additional written terms and conditions, those additional terms and conditions will control.

By using the Services (including interacting with Proxy through Social Networks), you acknowledge that you have read and understand these Terms and agree to be bound by these Terms (on behalf of yourself or the entity that you represent). By using the Services, you acknowledge that you have the required capacity to enter into these Terms and that you are at least 18 years old. If you do not agree with these Terms, do not access or use the Services.

**2. Changes to Terms of Use**

We may, in our sole discretion and without prior notice, modify these Terms at any time. If we do so, we will notify you by posting the modified Terms at [<https://www.useproxy.com/terms>] and/or through other communications to you. You should review these Terms and our other policies (including our Privacy Policy available at [<https://www.useproxy.com/privacy>]) periodically to be aware of any changes. By using the Services after changes to these Terms, you are agreeing to be bound by the changes.

**3. Eligibility**

You may only use the Services if you (1) are 18 years or older, (2) are a legal resident of the United States, (3) are capable of forming a binding contract, (4) have not been previously suspended from the Services, (5) do not have more than one Proxy account, and (6) are not barred from using the Services under applicable law.

**4. Registration and Accounts**

To access and use the Services, you will have to create an account with Proxy (an "Account"). Currently, you can create your Account by giving us certain information at <https://www.useproxy.com>. We may also allow the creation and management of Accounts through our App, or by using your account credentials for a Social Network, such as Facebook or Gmail (your "Social Network Account"). If you create an Account by using your Social Network Account, we will create your Account by extracting personal information from your Social Network Account and/or by gathering personal information directly from you such as your name, phone number, email address, and other personal information as permitted by the privacy settings for your Social Network Account. You must provide us with accurate, complete, and up-to-date information for your Account. If you do not maintain current information with us, we may have to suspend or terminate your Account.

You acknowledge that all information you submit to us is accurate and you will update that information as appropriate. You may delete your Account at any time by emailing us at jacob@useproxy.com or by following other instructions posted on our Websites, if any. If you have purchased Services from Proxy, the deletion of your Account will have no effect on your obligations to pay Proxy or other obligations in connection with such purchase. If you create a user name and password in connection with your Account, you are entirely responsible for maintaining the confidentiality of your password. You agree to notify Proxy immediately if you suspect any unauthorized use of your Account, user name, or password. Proxy will not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge.

By creating an Account, you are agreeing to receive electronic communications from Proxy, including through Social Networks, text communications and by email, and that any notices or disclosures that are sent to you electronically are sufficient written legal notice under this Agreement and as may be required by applicable law. Our communications to you may include information about your Account, the Services, and promotional information, such as contests, surveys, offers, and other relevant information. If you wish to unsubscribe or opt out of all or certain electronic communications you receive from Proxy, please follow the instructions for how to unsubscribe in the electronic communications.

**5. Changes to Services**

We reserve the right, in our sole and absolute discretion, to change, reformulate, suspend, discontinue, or terminate any of the Services at any time, without prior notice.

**6. Content on the Services; Social Network Terms**

All materials provided on the Services, including but not limited to information, documents, products, logos, graphics, sounds, images, compilations, content and services, are provided either by Proxy or by respective third party users, authors, developers or vendors and are the copyrighted works of Proxy and/or such third party providers (or is permitted/licensed to be used by such third party providers), unless specifically provided otherwise. Except where expressly provided otherwise by Proxy, nothing on the Services shall be construed to confer any license or ownership right in or to the materials provided through the Services, under any of Proxy’s intellectual property rights, whether by estoppel, implication, or otherwise. Subject to your compliance with these Terms, Proxy grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view the Services solely in connection with your permitted use of the Services. If you use a Social Network in connection with the Services, you shall comply with all terms of use and privacy policies to such Social Network.

You acknowledge and agree that Proxy does not, either directly, or indirectly, act as your real estate agent or broker, contracting agent or other representative on any transaction.

No real estate agent, broker, contracting agent or other representative, whether affiliated with Proxy or otherwise, represents you, either directly or indirectly, with respect to Proxy’s program, the Services or your application or in connection with any lease, option to purchase, purchase agreement or any other transaction or agreement with Proxy.

**7. User Content**

For purposes of these Terms: (a) "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services by Proxy; and (b) "User Content" means any Content that you or other users provide to be made available through the Services. Content includes without limitation User Content.

Proxy does not claim any ownership rights in any User Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Proxy and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

By making any User Content available through the Services, you hereby grant to Proxy and each of its affiliates a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services and Content to you and to other users.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Proxy or other users on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content may not be completely removed and copies of your User Content may continue to exist on the Services. Neither Proxy nor its affiliates are responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

**8. Copyright Violations**

If you believe that your copyright-protected work was posted to the Services without authorization, please notify us immediately at Jacob@useproxy.com.

**9. User Conduct**

Proxy imposes certain restrictions on your permissible use of the Services. You are prohibited from violating or attempting to violate any security features of the Services, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Services or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Services, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Services to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any email or in any posting using the Services; (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Proxy in providing the Services; or (g) using the Services in connection with the violation of any third party’s intellectual property or proprietary rights, including copyrights, trademarks, or patents. Any violation of system or network security may subject you to civil and/or criminal liability. You shall not post, upload, publish, submit or transmit any Content, or otherwise conduct yourself in connection with the Services in a way, that: (a) 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; (b) violates, or encourages any conduct that would violate, any applicable law or regulation or would subject Proxy or any of its affiliates to civil liability; (c) is fraudulent, false, misleading or deceptive; (d) is defamatory, obscene, pornographic, vulgar, or offensive; (e) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (g) promotes illegal or harmful activities or substances. You shall not use, display, mirror or frame the Services, or any individual element within the Services, the names, trademarks, logos, or other proprietary information of Proxy or any of its affiliates, or the layout and design of any page or form contained on a page on the Services, without Proxy’s express written consent. You shall not attempt to access or search the Services or Content or download Content from the 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 utilities provided by Proxy or other generally available third party web browsers. You shall not send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation with the Services. You shall not use any meta tags or other hidden text or metadata utilizing a trademark, logo, URL or product name of Proxy or any of its affiliates without Proxy’s express written consent. You shall not use the Services or Content, other than User Content, for any commercial purpose or in any manner not permitted by these Terms. You shall not collect or store any personally identifiable information from the Services from other users without their express permission. You shall not impersonate or misrepresent your affiliation with any person or entity. You shall not violate any applicable law or regulation. You shall not encourage or enable any other individual to do any of the foregoing actions prohibited in this section. You shall not create a hostile work environment or conduct yourself in a way that (a) harms, intimidates, harasses, or threatens Proxy customers, agents, and/or employees.

Although we’re not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**10. Feedback**

You may provide us feedback, comments, and suggestions for improvements to the Services ("Feedback"), which are separate from User Content. You grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

**11. Third Party Websites**

You acknowledge that we have no control over, and no liability for any third party websites or materials, including websites and materials that you may access from links on our Websites, including any Social Networks and websites operated by third-party service providers that we engage to assist us in providing the Services. Proxy makes no guarantees about the accuracy, currency, content, or quality of the information provided by such websites, and Proxy assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those websites.

**12. Term and Termination**

These Terms will remain in full force and effect while you use the Services, unless terminated as described in this section. We may terminate or suspend your access to and use of the Services (including your Account), at our sole discretion, at any time and without notice to you. You acknowledge that any termination of your Account may result in the deletion of your User Consent. You hereby waive any claims that you may have against Proxy in connection with the termination of your Account or the deletion of your User Content. The following sections of these Terms survive termination of your Account or these Terms: "User Content," "Indemnity," "Disclaimers," "Limitation of Liability," "Dispute Resolution," and "Entire Agreement; Severability; Waiver."

**13. Indemnity**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Proxy, its affiliates, officers, directors, employees, consultants, agents, representatives, predecessors, successors, and assigns ("Proxy Parties") from any and all third party claims, losses, liability, damages, and/or costs (including reasonable legal fees and costs) ("Claims") arising from or related to (1) any access to, use of, or misuse of the Services by you or any third party you authorize to access or use the Services, (2) your violation of these Terms, (3) any User Content you create, post, share, or upload on or through the Services or any Social Network, (4) any Feedback, (5) your violation of the legal rights of a third party, and (6) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity. Proxy will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost. You shall promptly notify Proxy of any Claims alleged by third parties, cooperate with the Proxy Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, without limitation, all legal fees and costs). The Proxy Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Proxy.

**14. Disclaimers**

WE DO NOT WARRANT OR GUARANTEE THE ACCURACY OF THE INFORMATION AVAILABLE ON THE SERVICES. IF THERE IS AN ERROR OR DISCREPANCY ON OUR SERVICES, IN ANY COMMUNICATIONS WITH YOU, OR OTHERWISE, WE RESERVE THE RIGHT TO CORRECT THAT ERROR.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PROXY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AS TO THE SERVICES AND CONTENT, AND ANY WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM. PROXY DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us.

**15. Limitation of Liability**

PROXY’S LIABILITY TO YOU IS LIMITED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROXY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS TO OR USE OF THE SERVICES OR CONTENT (INCLUDING, BUT NOT LIMITED TO, USER CONTENT, THIRD PARTY CONTENT AND LINKS TO THIRD PARTY SITES) OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM ANY PROXY PARTY, OR FROM EVENTS BEYOND THE PROXY PARTIES’ REASONABLE CONTROL, SUCH AS SITE INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS OR OMISSIONS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE PROXY PARTIES’ RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PROXY PARTIES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO (A) THE ORDER, RECEIPT OR USE OF SERVICES PURCHASED FROM PROXY EXCEED THE AMOUNT PAID FOR SUCH SERVICES; AND (B) THE ORDER, RECEIPT OR USE OF THE SERVICES OR CONTENT, EXCEED THE GREATER OF $250 OR THE AMOUNT YOU PAID TO US IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE THE PROXY PARTIES’ SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE THE PROXY PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH PROXY PARTY FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE LIMITATIONS SET FORTH IN THIS SECTION TITLED "LIMITATION OF LIABILITY" DO NOT LIMIT OR EXCLUDE LIABILITY FOR OUR FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.

**16. Privacy Policy**

Please refer to our Privacy Policy located at [<https://www.useproxy.com/privacy>] for information on how we collect, use, and disclose information about our users.

**17. Governing Law**

These Terms and any action related to these Terms will be governed by the laws of the United States and the laws of the State of Utah, without regard to their rules regarding conflicts of law.

**18. Dispute Resolution**

If you enter into a separate written agreement with us that describes the manner in which 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 Services (collectively, "Dispute"), that separate written agreement will govern the resolution of Disputes and will supersede this section titled "Dispute Resolution."

**A. Disputes between You and a Third Party**

In the event that you have a dispute with a third party in connection with the Services, we may, in our sole discretion, facilitate communication between you and the third party in connection with that dispute. If such a dispute is unable to be resolved between you and the third party, we may, in our sole discretion, and where feasible, intervene in such dispute and take any actions we deem appropriate.

**B. Agreement to Arbitrate**

You and Proxy agree that any Disputes will be settled by binding arbitration, except that each party retains the right: (a) to bring an individual action in small claims court and (b) 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 (the action described in the foregoing clause (b), an "IP Protection Action"). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the District Court of Utah and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You acknowledge and agree that you and Proxy 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 Proxy 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.

IF YOU WISH TO OPT OUT OF THE WAIVER TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS, YOU MUST SEND A LETTER REQUESTING AN OPT OUT OF THE CLASS AND REPRESENTATIVE ACTION WAIVER, TO PROXY AT 300 MONTGOMERY STREET, SUITE 350 SAN FRANCISCO, CA 94104 WITHIN 30 DAYS OF FIRST USING THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT IF YOU SEND SUCH LETTER, IT WILL BE SENT TO PROXY BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED.

**C. Arbitration Rules**

The arbitration will be administered by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures provided in those Rules (the "JAMS Rules") then in effect (excluding any Class Action Rules). (The JAMS Rules are available at[www.jamsadr.com/rules-clauses/](https://www.divvyhomes.com/www.jamsadr.com/rules-clauses/) or by calling JAMS at 1-800-352-5267.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

**D. Arbitration Process**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Rules. (JAMS provides a form Demand for Arbitration Before JAMS at <http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf>.) The parties agree that the arbitration shall take place before one arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from JAMS’ roster of arbitrators. If the parties are unable to agree upon an arbitrator within 7 days of delivery of the Demand for Arbitration, then JAMS will appoint the arbitrator in accordance with the JAMS Rules.

**E. Arbitration Location and Procedure**

Unless you and Proxy otherwise agree, the arbitration will be conducted in the City and County of Salt Lake City, Utah. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of the documents that you and Proxy 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 JAMS Rules. Subject to the JAMS 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.

**F. Arbitrator’s Decision**

The arbitrator will render an award within the time frame specified in the JAMS 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 of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and 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. Proxy 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.

**G. Fees**

Your responsibility to pay any JAMS filing, administrative and arbitrator fees will be solely as set forth in the JAMS Rules. However, if your claim for damages does not exceed $75,000, we 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)).

**H. Changes to Dispute Resolution Section**

Notwithstanding the provisions of the "Changes to Terms of Use" section above, if we change 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 [jacob@useproxy.com](mailto:jacob@useproxy.com)) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and us 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).

**19. Entire Agreement; Severability; Waiver**

These Terms constitute the entire agreement between you and us regarding the use of our Services through the Services. 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. No waiver of any breach of any provision of these Terms will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. Neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Proxy’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Proxy may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

**20. Copyright**

All contents of the Websites and other Services are property of Proxxy, Inc.. Nothing contained on the Websites should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Proxy or by any third party.

**21. Contact**

To contact us about these Terms, please email us at [jacob@useproxy.com](mailto:jacob@useproxy.com) or send us your information at:

*Proxxy, Inc.  
9631 Sweet Blossom Dr  
South Jordan, Utah 84095*