

Enverest Website - Terms of Use

Last Updated: Feb 15th, 2015

KEY TERMS

All work performed between Clients and Experts introduced through Enverest is subject to a service fee of twenty-five percent (25%) that shall be deducted from any payments made from Clients to Experts.

Clients shall commit to making any and all payments for work performed by any Expert introduced to them through Enverest, exclusively through the Enverest payment platform for the twenty-four (24) month period following the date of introduction to the Expert.

Experts shall commit to receiving any and all payments for work performed for any Client introduced to them through Enverest, exclusively through the Enverest payment platform for the twenty-four (24) month period following the date of introduction to the Client.

Clients and Experts may agree to work together independent of Enverest, subject to the Buy-out fee explained in clause (7)(d) below.

OVERVIEW

These Terms of Use ("Terms") govern your access to and use of our website located at www.enverest.com (<http://www.enverest.com>), and the associated services, applications, mobile services, buttons, and widgets (the "Services"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

You may use the Services only if you can form a binding contract with Enverest and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. When accepting and working on engagement, you agree to abide by any obligations you may have that limit what you can discuss. **YOU MUST DECLINE, OR DISCONTINUE PARTICIPATION IN, ANY ENGAGEMENT THAT PRESENTS A CONFLICT OF INTEREST OR WOULD RESULT IN A VIOLATION OF APPLICABLE LAW, THESE TERMS, OR YOUR OBLIGATIONS TO PAST OR PRESENT EMPLOYERS OR ANY OTHER THIRD PARTY.** You agree that any materials, regardless of format, that you submit, upload to Enverest website, or otherwise provide to a Client or to Enverest is your intellectual property or you have obtained any necessary permissions or licenses to such content.

The Services that Enverest provides are always evolving and the form and nature of the Services that Enverest provides may change from time to time without prior notice to you. In addition, Enverest may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

1. DESCRIPTION OF THE SERVICES

The Services provide a means for Enverest Experts ("Expert(s)") and Clients seeking business advisory services ("Client(s)") to locate each other, negotiate job terms, engage in the hiring process, complete work, and process payments. Experts and Clients must apply to and be accepted by Enverest to use the Services. Once admitted to use the Services, Experts can apply to any Engagement posted by a Client through the Services ("Engagement"). Enverest requires Experts to have at least five (5) years of

expertise in the area of advisory services, or comparable work experience with top tier employers in order to be admitted to be part of the Enverest network and to use the Services.

Clients select an Expert from the pool of Experts who apply to a Client's Engagement, and hire the Expert through the Services ("Hired Expert(s)"). Once a Client hires an Expert through the Services, the parties may use the Services to manage the Engagement's workflow. Clients must remit payment to Hired Experts through the Services. Unless with prior written notice, Enverest is not a party to the dealings between Clients and Experts.

2. LICENSE TO USE THE SERVICES

Enverest gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that we provide to you as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Enverest in the manner permitted by these Terms.

3. PRIVACY

Any information that you provide to Enverest is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Enverest. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Enverest account, which you may not be able to opt-out from receiving.

4. ACCOUNTS

Application Data. In consideration of your use of the Services, you agree to: (i) provide true and accurate information about yourself as prompted by the Service's application form ("Application Data") and (ii) maintain and promptly update the Application Data to keep it current and complete. If you provide any information that is untrue or inaccurate or Enverest has a reasonable ground to suspect that such information is untrue or inaccurate, Enverest has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

Passwords. You are responsible for safeguarding the passwords that you use to access the Services and for any activities or actions under your password. Enverest cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

5. PAYMENT PROCESSING

Payment processing services for you, and for users of the Services generally, are managed by Enverest through Check or Bank Transfer or other means of payment, domestically or internationally. As a condition of Enverest enabling payment processing services, you agree to provide Enverest accurate and complete information about you and your business, and you authorize Enverest to share it and transaction information related to your use of the payment processing services.

6. USER CONTENT

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the originator of such Content. Enverest may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. Enverest does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or

communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Enverest be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or 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 Services or broadcast elsewhere.

7. FEES

a. Experts. As consideration for providing the Services, a service fee of twenty-five percent (25%) may be deducted from any payments made to an Expert prior to depositing the remainder in the Expert's bank account ("Service Fee"). Upon being introduced to a Client through the Services ("Hiring Client(s)"), Experts shall commit to accepting any and all payments received for work performed for the Hiring Client exclusively through the Services for the twenty-four (24) month period following the date the Hired Expert is first introduced to the Hiring Client through the Services (the "Exclusivity Period").

b. Clients. Clients do not pay a fee to use the Services, other than when using the Services for full-time placement as described in section 7(e). As consideration for the use of the Services, during a Hired Expert's Exclusivity Period, the Hiring Client agrees to remit all payments due to the Hired Expert through the Service.

c. Any action that encourages or solicits complete or partial payment outside of the Services during the Exclusivity Period is a violation of these Terms. Should a Client or Expert be found in violation of this Section 7, he, she, or it will owe Enverest an amount with respect to each violation equal to the greater of (i) five thousand US dollars (\$5,000.00); or (ii) the applicable fees had the payments been processed through the Services, plus twenty-five percent (25%).

d. Buyout. Notwithstanding the provisions set forth above, Clients and Experts may agree to work together on a full-time or part-time basis independent of the Services, pursuant to the following provisions:

i. Buy-Out Fee. The Client shall pay the greater of (A) twenty-five percent (25%) of the Expert's expected total compensation as stated in the agreement entered into between the the Expert and the Client ("Off-Service Work Agreement") for a twelve (12) month period beginning on the effective date of said Off-Service Work Agreement or (B) five thousand dollars (\$5,000.00) (each, a "Buy-Out Fee").

ii. Buy-Out Notice. The Client shall notify Enverest in writing of its intent to pay the Buy-Out Fee and provide Enverest with a copy of the Off-Service Work Agreement within seven (7) days of entering into said agreement.

e. Full-Time Placement. The Client may utilize the Services to identify candidates for full-time employment positions.

i. Full-Time Placement Fee. In the event the Client hires any Expert for a full-time employment position, the Client shall pay a fee to Enverest equal to fifteen percent (15%) of the Expert's expected total compensation as stated in the employment agreement entered into between the Expert and the Client for a twelve (12) month period beginning on the effective date of said agreement, provided (a) the Expert was presented to the Client via the Services and b) that the Client successfully hires for such position within three hundred and sixty-five (365) days of first being presented with the Expert via the Services.

ii. Guarantee Period. The guarantee period shall be ninety (90) days from the Expert's first day of employment. If the Expert is terminated or resigns within the first ninety (90) days (excluding

company lay-off or downsizing), Enverest will find a replacement within thirty (30) days or refund fees paid in full.

iii. Duplicate Candidates. If the Client views the same Expert from more than one (1) recruiter for the same or different position, and should the Expert be hired by the Client, the Client will pay any applicable fees described herein to Enverest provided the Client was first introduced to the candidate via the Services.

f. If the services provided by an Expert are rendered to a Client more than two (2) years after the later of i) the date when the Client first identified the Expert through the Services or ii) the date the Hiring Client last paid the Hired Expert through the Services, This Section 7 shall not apply.

8. PAYMENTS

a. Payment Process. Payment will be processed as specified in the Hired Expert's invoice and agreed upon by the Hired Expert and the Hiring Client. When an Expert submits an invoice through the Services, Enverest will inform the associated Hiring Client that a payment is due. The Hiring Client must then pay the agreed-upon amount or request changes. Hiring Clients may submit disputes over payment to contact@enverest.com. If the Hiring Client has taken no action after ten (10) business days, Enverest will have the right to charge the Hiring Client for the full amount of the agreed-upon fee or undisputed final invoice, in addition to Enverest's Service Fees. Hiring Clients may submit disputes over payment to contact@enverest.com. However, once the dispute period has passed, the charges are accepted by the Hiring Client, can no longer be disputed through the Services, and can only be refunded by the Hired Expert.

b. Authorization. By agreeing to these terms, Hiring Clients are giving Enverest permission to charge the the Hiring Client for fees associated with the Hiring Client's use of the Services, including the full amount owed to any Hired Expert, as well as any Service Fee.

c. Responsibility for Payment. You are responsible for all fees, including taxes, associated with your use of the Services. By using the Services, you agree to pay the Hired Expert the amount agreed or reflected in an undisputed final invoice. Clients shall be responsible for providing Enverest with a valid means of payment.

d. Enverest's Responsibility. Enverest agrees to present Hiring Clients with a full invoice of each charge in advance of payment processing. Enverest agrees to pay the applicable Hired Expert the amount received, less Enverest's Service Fee and other applicable fees, if any.

e. Enverest's Service Fee. The Service Fee shall be retained by Enverest prior to remitting payments to Hired Experts.

f. Enverest's Buy-Out Fee. A Client electing to pay a Buy-Out Fee for an Expert agrees to remit such payment to Enverest within fourteen (14) days of the notification described in Section 7(d)(2) herein.

g. Client Failure to Pay. If a Client fails to pay amounts due under this Agreement to a Hired Expert, whether by cancelling or changing Client's account, initiating an improper chargeback, or any other means, Client's Enverest account will be suspended, no additional payments will be processed, and any work-in-progress will be stopped. Without limiting other available remedies, Client must reimburse Enverest for amounts due upon demand, plus any applicable processing fees, charges or penalties, plus interest at the lesser of one percent (1%) per month or the maximum allowed by law, plus attorneys' fees and other costs of collection as allowed by law. In its discretion, Enverest may setoff amounts due against other amounts received from or held for Client, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

9. RIGHTS AND RESTRICTIONS

a. Our Rights. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:

- i. satisfy any applicable law, regulation, legal process or governmental request,
- ii. enforce these Terms, including investigation of potential violations hereof,
- iii. detect, prevent, or otherwise address fraud, security or technical issues,
- iv. respond to user support requests, or
- v. protect the rights, property or safety of Enverest, its users, and the public.

b. Restrictions. You may not do any of the following while accessing or using the Services:

- i. access, tamper with, or use non-public areas of the Services, Enverest's computer systems, or the technical delivery systems of Enverest's providers;
- ii. access the Services through any technology or means other than those provided or authorized by the Services (and access to the Services through virtual private network or proxy is expressly forbidden);
- iii. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- iv. access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Enverest (and only pursuant to these Terms), unless you have been specifically allowed to do so in a separate agreement with Enverest (NOTE: crawling and scraping the Services are expressly not permissible);
- v. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or
- vi. interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.
- vii. You will not engage in any activity or transmit any material or information through the Services that (A) is unlawful or promotes unlawful activities; (B) defames, abuses, or harasses any individual or group; (C) is pornographic, discriminatory, or intimidating; (D) infringes on any proprietary rights of any party, including patents, trade secrets,

copyrights, or any other rights; (E) impersonates any person or entity, including any Enverest employees or representatives; or (F) violates the privacy of any party.

10. INTELLECTUAL PROPERTY RIGHTS

a. Our Rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Enverest and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Enverest name or any of the Enverest trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Enverest, or the Services is entirely voluntary, and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

b. Your Rights. You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

c. Copyrights. Enverest respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) 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 us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you 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 (vi) 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 copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Enverest will also terminate a user's account if the user is determined to be a repeat infringer.

11. CONFIDENTIALITY ON THE SERVICES

Expert acknowledges that, in the course of performing work for a Client's Engagement through the Services, Expert may come into possession of business information or other confidential or proprietary information of Client ("Confidential Information"). Expert agrees that Confidential Information is the sole property of Client and further agrees to treat all such Confidential Information as confidential and will not disclose such information to third parties during and/or after the term of the Engagement except with Client's written approval, and only to the extent necessary to perform the Engagement through the Services. This prohibition also applies to Expert's employees, agents, and subcontractors. At the termination of the Engagement, Expert shall promptly return to Client, or certify destruction of, all copies of Confidential Information furnished by Client and all material prepared for or in connection with the Engagement in his/her possession. This obligation of confidentiality shall survive completion of the Engagement.

12. DISPUTE RESOLUTION

While Enverest is not a party to the dealings between Experts and Clients, we benefit as a third-party from the covenants and agreements they make. As such, we offer assistance in resolving disputes related to such agreements. Dispute mediation through Enverest is informal and does not result in binding

legal judgments. In the event either party refuses to comply with a Everest dispute resolution recommendation, both parties are free to pursue any and all legal actions and remedies available.

13. TERMINATION

You may end your legal agreement with Everest at any time for any reason by sending an email request to contact@everest.com to deactivate your account. You do not need to specifically inform Everest when you stop using the Services. If you stop using the Services without deactivating your accounts, your accounts may be deactivated due to prolonged inactivity.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms; (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. If we suspend or terminate your account, we will make reasonable efforts to notify you by email to the email address associated with your account or the next time you attempt to access your account. Any provision or partial provision, such as the provisions regarding the payment of fees, which by its nature would reasonably survive the termination of these Terms shall survive termination.

14. DISCLAIMERS AND LIMITATIONS OF LIABILITY

Please read this section carefully since it limits the liability of Everest and its affiliates, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Everest Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

a. The Services are Available "As-Is". Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE ENVEREST ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Everest Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Everest Entities or through the Services, will create any warranty not expressly made herein.

b. Links. The Services may contain links to third-party websites or resources. You acknowledge and agree that the Everest Entities are 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 the Everest Entities 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.

c. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENVEREST ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY

TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ENVEREST ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID ENVEREST, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE ENVEREST ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

d. Indemnity. You agree to defend, hold harmless and indemnify the Enverest Entities from and against any and all losses, costs, expenses, damages or other liabilities (including reasonable attorneys' fees and costs) incurred by the Enverest Entities arising from or related to any cause of action, claim, suit, proceeding, demand or action brought by a third party against the Enverest Entities: (i) in connection with your use of the Services, including any payment obligations incurred through use of the Services; or (ii) resulting from: (A) your use of the Services; (B) your decision to hire a Candidate through the Services; (C) any breach of contract or other claims made by other users of the Services with whom you conducted business through the Services; (D) your breach of any provision of this Agreement; (E) any liability arising from the tax treatment of payments or any portion thereof; (F) your dispute of or failure to pay any invoice or make any other payment; or (G) your obligations to a Candidate, including payment obligations.

15. MISCELLANEOUS TERMS

a. Waiver and Severability. The failure of Enverest to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

b. 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 or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in California, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Delaware (excluding choice of law).

c. Entire Agreement, Amendments, and Third-Party Beneficiaries. These Terms and our Privacy Policy are the entire and exclusive agreement between Enverest and you regarding the Services (excluding any services for which you have a separate agreement with Enverest that is explicitly in addition to or in place of these Terms), and these Terms supersede and replace any prior agreements between Enverest and you regarding the Services. This Agreement may not be modified or amended except by a written instrument executed by the parties hereto. No other person or company will be third party beneficiaries to the Terms.

d. Headings. The headings herein are for convenience only and are not part of this Agreement.

e. No Agency, Partnership, or Joint Venture. This Agreement and any registration for or use of the Site will not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between you and Enverest, except and solely to the extent expressly stated in the Terms of

Service.

f. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including without limitation fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment, software or material required for such party to perform its obligations hereunder.

16. CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

a. Pricing Information. Current rates for our services may be obtained by sending an email to contact@enverest.com. We reserve the right to change fees, surcharges, monthly or other periodic subscription fees or to institute new fees at any time as provided in this Agreement.

b. Complaints. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

17. UPDATES TO OUR TERMS OF USE

We may revise the Terms from time to time. The most current version of the Terms will govern your use of the Services and will always be available in our website www.enverest.com. If we make a change to the Terms that, in our sole discretion, is material, we will notify you via a prominent notice on the Services or email to the email address associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Terms.

The Services are operated and provided by Enverest, Inc., 4500 Great America Pkwy, Suite 100, Santa Clara, CA, 95054. If you have any questions about the Terms, please contact us at contact@enverest.com.

End of Terms of Use

By agreeing to these Terms, you acknowledge that you will abide by all of your obligations and responsibilities as set forth in these Terms.