

This page sets forth the "Terms of Use" under which You may use www.PROSUMÉS.com ("PROSUMÉS.com" or "Web Site"), an on-line service to post and search user resumes.

These Terms of Use include the PROSUMÉS.com Privacy Policy and the PROSUMÉS.com Fee Policy, each of which is incorporated into these Terms of Use by reference. By using PROSUMÉS.com, You are indicating your agreement to these Terms of Use, including the PROSUMÉS.com Privacy Policy and Fee Policy.

Please read this page carefully. If You do not accept the Terms of Use stated here, do not use the Web Site or the services provided by it. By using PROSUMÉS.com, You are indicating your acceptance to be bound by the provisions of these Terms of Use. PRONETWORKS, L.L.C. ("PRONETWORKS" or the "Company") may revise these Terms of Use at any time by updating this posting. You should visit this page periodically to review the Terms of Use, because they are binding upon You. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing the Web Site for any reason.

1. Eligibility.

You must be 18 years of age or older to visit or use PROSUMÉS.com in any manner. By visiting PROSUMÉS.com or accepting these Terms of Use, You represent and warrant to the Company that You are 18 years of age or older, and that You have the right, authority and capacity to agree to and abide by these Terms of Use. You also represent and warrant to the Company that You will use PROSUMÉS.com in a manner consistent with any and all applicable laws and regulations.

2. Use of PROSUMÉS.com Content.

The Company authorizes You to view and access a single copy of the content available on or from PROSUMÉS.com solely for your personal use. The contents of PROSUMÉS.com, and of all other websites under the Company's control, whether partial or otherwise such as text, graphics, images, logos, button icons, software and other PROSUMÉS.com Content (collectively, "PROSUMÉS.com Content"), are protected under both United States and foreign copyright, trademark and/or other laws. All PROSUMÉS.com Content is the property of the Company or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on PROSUMÉS.com is the exclusive property of the Company and may be protected by U.S. and/or international copyright laws. Unauthorized use of the PROSUMÉS.com Content may violate copyright, trademark, and other laws. You must retain all copyright, trademark, service-mark and other proprietary notices contained in the original PROSUMÉS.com Content on any copy You make of the PROSUMÉS.com Content. You may not sell or modify the PROSUMÉS.com Content or reproduce, display, publicly perform, distribute, or otherwise use the PROSUMÉS.com Content in any way for any public or commercial purpose. The use of the PROSUMÉS.com Content on any other web site or in a networked computer environment for any purpose is prohibited. You shall not copy or adapt the HTML code that the Company creates to generate any PROSUMÉS.com Content or the pages making up the PROSUMÉS.com Site which is also protected by the Company's copyright.

3. PROSUMÉS.com Site Restrictions.

Users may not use the PROSUMÉS.com Site in order to transmit, distribute, store or destroy material, including without limitation: PROSUMÉS.com Content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful. Users are also prohibited from violating or attempting to violate the security of the PROSUMÉS.com Site, including, without limitation the following activities: (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the PROSUMÉS.com Site, overloading, "flooding", "spamming", "mailbombing" or "crashing"; or (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences which may involve such

violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

4. Specific Prohibited Uses.

The Web Site may be used only for lawful purposes by individuals seeking employment and career information and by employers seeking to hire professional candidates.

The Company specifically prohibits any other use of PROSUMÉS.com, and all Users agree not to do any of the following: (a) post any jobs on PROSUMÉS.com; (b) use PROSUMÉS.com for any purpose other than as a candidate seeking employment, or as an employer seeking employees, including but not limited to using the information on the Web Site to sell or promote any products or services; (c) use PROSUMÉS.com for commercial recruitment, executive search, staffing, outsourced employment or any other professional employment or recruitment activity; (d) post or submit to PROSUMÉS.com any incomplete, false or inaccurate biographical information or information about yourself or your organization; (e) post on the PROSUMÉS.com site any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, or requires recruitment of other members, sub-distributors or sub-agents; (f) send unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a user of the PROSUMÉS.com site; **(g) disclose to or share your password with any third parties or use your password for any unauthorized purpose or delete or revise any material posted by any other person or entity;** (h) take any action that imposes an unreasonable or disproportionately large load on the PROSUMÉS.com site's infrastructure; (i) notwithstanding anything to the contrary contained herein, use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the PROSUMÉS.com site other than the search engine and search agents available from the Company on such PROSUMÉS.com site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer); (j) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the PROSUMÉS.com site; (k) aggregate, copy or duplicate in any manner any of the PROSUMÉS.com Content or information available from the PROSUMÉS.com Site; or (l) frame or link to any of PROSUMÉS.com Content or information available from the PROSUMÉS.com site.

5. Registration Information.

When You register with PROSUMÉS.com, You will be asked to provide the Company with certain information including, without limitation, a valid email address and password (your "Information"). In addition to the Terms of Use and the PROSUMÉS.com Privacy Policy, You understand and agree that the Company may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. The Company will not disclose to any third party your name, address, e-mail address or telephone number without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.

The Company reserves the right to offer third party services and products to You based on the preferences that You identify in your registration and at any time thereafter; such offers may be made by the Company or by third parties. Please see the Company's Privacy Policy for further details regarding your Information.

Without limiting any of the other disclaimers of warranty set forth in these Terms of Use, PROSUMÉS.com does not provide or make any representation as to the quality or nature of any of the third party products or services purchased through the PROSUMÉS.com Site, or any other representation, warranty or guaranty. Any such undertaking, representation, warranty or guaranty would be furnished solely by the provider of the applicable class, or learning material, product or service, under the terms agreed to by the provider.

If you remove your PROSUMÉS.com account, all your account information from PROSUMÉS.com, including resumes,

questionnaires and email mailing lists will be removed from PROSUMÉS.com and PROSUMÉS.com's databases and cannot be retrieved once deleted.

6. User Content and Submissions.

You are solely responsible for your PROSUMÉS.com Account information, content, messages or other information ("User Content") that You submit, publish or display (hereinafter, "post") on PROSUMÉS.com or transmit to other Users. By posting User Content to the PROSUMÉS.com Site, You automatically grant, and You represent and warrant that You have the right to grant, to PROSUMÉS.com an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such User Content and to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses thereof.

By posting User Content to any public or non-public area of the PROSUMÉS.com Site, including message boards, forums, and contests, You grant the Company and its affiliates the loyalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers), non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the User Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to You the right to grant the license stated above. You also permit any User to access, display, view, store and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content which is placed on PROSUMÉS.com retains any and all rights that may exist in such User Content.

The Company acts as a passive conduit for the online distribution and publication of User Content and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring User Content posted by Users. However, the Company may review and delete any User Content that, in the sole judgment of PROSUMÉS.com, violates these Terms of Use, violates applicable law, rule or regulation, is offensive or illegal or violates the rights of, harms or threatens the safety of Users of the PROSUMÉS.com Site. The Company reserves the right to expel Users and prevent their further access to the PROSUMÉS.com Site for violating the Terms of Use or applicable law, rule or regulation and the right to remove User Content which is in violation of the Terms of Use, abusive, illegal, or disruptive. The Company may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes it may create liability for the Company or may cause the Company to lose (in whole or in part) the services of its ISPs or other suppliers.

The following is a partial list of User Content that is prohibited on the PROSUMÉS.com Sites. The list below is for illustration only and is not a complete list of all prohibited User Content:

- is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses, incites harassment or advocates harassment of another any group or individual;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to

pirated music or other media files;

- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent or sexually explicit material of any kind;
- provides or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits personal information from anyone under 18; or
- provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, or provides or creates computer viruses or pirating any media; and solicits passwords or personal identifying information from other Users;

It is also a violation of the Terms of Use, to include in any User Content submitted to PROSUMÉS.com information that may be interpreted as direct solicitation, advertisement or recruitment for an available job position directed to individuals seeking employment through PROSUMÉS.com on either a full time or part time basis.

PROSUMÉS.com reserves the right in its sole discretion to investigate and take legal action against anyone who engages in any illegal or prohibited conduct or otherwise violates these Terms of Use, including without limitation, removing the User Content from the PROSUMÉS.com site and/or terminating the offending User's ability to access the PROSUMÉS.com site and/or use PROSUMÉS.com services. The Company may take any other action with respect to User Content or User actions that it deems necessary or appropriate in its sole discretion if it believes it may create liability for the Company or may cause the Company to lose (in whole or in part) the services of its ISPs or other suppliers.

The Company does not represent or guarantee the truthfulness, accuracy, or reliability of User Content or any other communications posted by Users or endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at your own risk.

The Company has no obligation to screen User Content in advance and is not responsible for screening or monitoring User Content posted by Users. If notified by a User of communications which allegedly do not conform to these Terms of Use, the Company may in its sole discretion investigate the allegation and determine whether to take any other actions whether to remove or request the removal of the User Content. The Company has no liability or responsibility to Users for performance or nonperformance of such activities.

We appreciate hearing from our Users and welcome your comments regarding our services and the PROSUMÉS.com site. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of the Company. None of the Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. The Company shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person who submitted the Submission.

7. Registration and Password.

You are responsible for maintaining the confidentiality of your PROSUMÉS.com Account, PROSUMÉS.com passwords, and if You are a PROSUMÉS.com Member Employer, your Billing Account. You are fully responsible for any and all activities that occur using your email address and password and You shall be fully responsible for all uses of your Web Site registrations and

passwords, whether or not authorized by You. You agree to immediately notify the Company of any unauthorized use of your PROSUMÉS.com Account, PROSUMÉS.com passwords and/or your PROSUMÉS.com Billing Account.

8. Special Terms Applicable to PROSUMÉS.com Employer Membership

In accordance with the PROSUMÉS.com Fee Policy, a PROSUMÉS.com Employer Member must pay for access to the PROSUMÉS.com resume database. The product offerings and pricing for this service are subject to change at any time with or without notification. An Employer Member will retain access to these features provided that they continue to pay a re-occurring monthly, six-monthly, or yearly fee for this access. An Employer Member may terminate his/her/its membership as a PROSUMÉS.com Employer Member at any time, for any reason by using the online cancellation tool or clicking on the Contact Us" link and following the provided instructions. If you cancel your PROSUMÉS.com Employer Member account within 3 business days from the original date of purchase, PROSUMÉS.com will provide a full refund. If however, you cancel your PROSUMÉS.com Employer Member account thereafter you will not be entitled to any refund of fees.

9. Identification Of Agent To Receive Notification And Elements Of Notification Of Claimed Copyright Infringement.

If You believe that your copyrighted work has been uploaded, posted or copied to the PROSUMÉS.com Web Site and is accessible on such PROSUMÉS.com Site in a way that constitutes copyright infringement, please notify us by providing our designated copyright agent with the following information:

1. The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;
2. A description of the copyrighted work You claim has been infringed, and a description of the activity that You claim to be infringing;
3. Identification of the URL or other specific location on this web site where the material or activity You claim to be infringing is located or is occurring; You must include enough information to allow us to locate the material or the activity;
4. Your name, address, telephone number and, if You have one, your e-mail address;
5. A statement by You that You have a good faith belief that use on the web site of the copyrighted work in the manner You are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and
6. A statement by You, made under penalty of perjury, that the information You have provided in your notice is accurate and that You are either the copyright owner or are authorized to act on behalf of the copyright owner.

We have designated Bradley Kramer as our agent to receive notices of claims of copyright infringement on the PROSUMÉS.com Site. You can contact Bradley Kramer as follows:

By mail: Bradley Kramer
 PRONETWORKS, L.L.C.
 11725 Montana Ave.
 Suite #104
 Los Angeles, California 90049

By telephone: 1-310-289-2600

By e-mail: bkramer@PROSUMÉS.com

10. Policy Regarding Termination Of Users And Account Holders Who Repeatedly Infringe The Copyright Or Other Intellectual Property Rights Of Others

PROSUMÉS.com and PRONETWORKS, L.L.C. respect the intellectual property of others, and we ask our users, account holders and content partners to do the same. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners rights. As a condition to your use of PROSUMÉS.com, You agree not to use PROSUMÉS.com to infringe the intellectual property rights of others in any way. We will terminate the accounts of any PROSUMÉS.com account holders, and block access to PROSUMÉS.com of any Users who are repeat infringers of the copyrights, or other intellectual property rights, of others. We reserve the right to take these actions at any time, in our sole discretion, with or without notice, and without any liability to the account holder who is terminated or to the User whose access is blocked.

11. The Company's Liability.

PROSUMÉS.com acts as a venue for candidates to post, and for employers to view, elite professional resumes. PROSUMÉS.com screens each resume for the truth and accuracy of the following information only: (1) enrollment and graduation from the particular business, law, or medical graduate program contained in the candidate's resume, and (2) dates of professional employment with the three most recent employers contained within the candidate's resume. The Company is not involved in any direct communications or transactions between employers and candidates. As a result, the Company has no control over: (1) the truth or accuracy of any additional information contained within a candidate's resume, (2) the ability of an employer to offer a particular job opportunity to a candidate or (3) the ability of a candidate to satisfactorily fill a particular job opening. The Company further does not assure the truth and accuracy of any other User Content on PROSUMÉS.com.

In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom You come in contact through PROSUMÉS.com. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that You will use caution and common sense when using PROSUMÉS.com.

Because user authentication on the Internet is difficult, the Company cannot and does not confirm that each User is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on any PROSUMÉS.com Site, in the event that You have a dispute with one or more Users, You release the Company (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If You are a California resident, You waive California Civil Code section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The PROSUMÉS.com site and the PROSUMÉS.com Content may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of the PROSUMÉS.com site or the PROSUMÉS.com Content. The use of PROSUMÉS.com and the PROSUMÉS.com Content is at your own risk. Changes are periodically made to PROSUMÉS.com and may be made at any time. You acknowledge and agree that You are solely responsible for the form, content and accuracy of any resume or material contained therein placed by You on the PROSUMÉS.com site. The Company is not to be considered to be an employer with respect to your use of the PROSUMÉS.com site and the Company shall not be responsible for any employment decisions, for whatever reason made, made by any candidate or employer using the PROSUMÉS.com Site.

PROSUMÉS.com is not an employment agency or a recruiting firm and cannot guarantee or promise any specific results from use of PROSUMÉS.com. PROSUMÉS.com does not guarantee that documents posted by users will result in candidates being hired or positions being filled, and is not responsible for any employment decisions of any individual or entity. No advice or information, whether oral or written, obtained by a User from PROSUMÉS.com or through or from PROSUMÉS.com shall create any warranty not expressly stated herein. 12. Disclaimer of Warranty.

THE COMPANY DOES NOT WARRANT THAT PROSUMÉS.com WILL OPERATE ERROR-FREE OR THAT PROSUMÉS.com AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE PROSUMÉS.com SITE OR THE PROSUMÉS.com CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS. THE PROSUMÉS.com SITE AND PROSUMÉS.com CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY FURTHERMORE MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE PROSUMÉS.com CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS PROVIDED ON THE WEB SITE.

13. Disclaimer of Consequential Damages.

IN NO EVENT SHALL THE COMPANY, ITS SUPPLIERS, OR ANY INDIVIDUALS, ENTITIES, OR THIRD PARTIES MENTIONED ON THE PROSUMÉS.com SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE PROSUMÉS.com SITE AND THE PROSUMÉS.com CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Limitation of Liability.

As a condition to your use of the Web Site, you release PROSUMÉS.com from claims, demands, and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. The use of the Web Site and materials therein is at your own risk. You acknowledge and agree that you are solely responsible for the content and accuracy of any resume and any other document placed by You on the Web Site. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the limitations set forth in the preceding paragraph may or may not apply to You. If any such provision is held inapplicable or unenforceable for any reason, the Company's maximum liability arising out of or in connection with the PROSUMÉS.com site or your use of the PROSUMÉS.com site or content, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise) will not exceed \$100.

15. Non-Waiver.

The failure of PROSUMÉS.com to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver or such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court may give effect to the parties' intentions as reflected in the relevant provision, and other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of PROSUMÉS.com or the Terms of Use that you may have must be filed within one (1) year after such claim or cause of action arose or will be forever barred. 16. Links to Other Sites.

PROSUMÉS.com contains links to third party web sites. These links are provided solely as a convenience to You and not as an endorsement by the Company of the contents on such third-party Web sites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party

Web sites. If You decide to access linked third-party Web sites, You do so at your own risk. 17. No Resale or Unauthorized Commercial Use.

You agree not to resell or assign your rights or obligations under these Terms of Use. You also agree not to make any unauthorized commercial use of the PROSUMÉS.com Site.

18. Indemnity.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to the PROSUMÉS.com site, (ii) your use of any PROSUMÉS.com Content, or (iii) your breach of the terms of these Terms of Use. The Company shall provide notice to You promptly of any such claim, suit, or proceeding.

19. General.

The Company makes no claims that the PROSUMÉS.com Content may be lawfully viewed or accessed outside of the United States. Access to the PROSUMÉS.com Content may not be legal by certain persons or in certain countries. If You access PROSUMÉS.com from outside of the United States, You do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms of Use are governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Los Angeles, California. If any provision of these Terms of Use are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in an additional agreement, additional terms of use for areas of PROSUMÉS.com, a particular "Legal Notice," or Software License or material on particular Web pages, these Terms of Use constitute the entire agreement between You and the Company with respect to the use of PROSUMÉS.com. No changes to these Terms of Use shall be made except by a revised posting on this page.

20. Additional Terms of Use.

Certain areas of PROSUMÉS.com are subject to additional terms of use. By using such areas, or any part thereof, You agree to be bound by the additional terms of use applicable to such areas.

21. Term and Termination

These Terms of Use will remain in full force and effect while You are a User of PROSUMÉS.com at any level. The Company reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your User Content from PROSUMÉS.com and immediate termination of your registration and your ability to access PROSUMÉS.com and/or any other services provided to You by the Company, upon any breach by You of these Terms of Use or if the Company is unable to verify or authenticate any information You submit to PROSUMÉS.com. Even after You are no longer a User of PROSUMÉS.com, certain provisions of these Terms of Use will remain in effect, including Sections 2, 6, 7, 9 through 21, inclusive.

Thank you for using PROSUMÉS.com.

Update effective April 8, 2007.