

Terms of Use

Last Revised: January 25, 2023

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE SITE OR OTHERWISE AGREEING TO THESE TERMS, YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

Thrive Services Group Inc. (“**Thrive**”, “**we**,” “**us**,” or “**our**”) offers holistic social services that address all of the needs of people working to overcome poverty. These Terms of Use (the “**Terms**”, or the “**Agreement**”) apply to your access to and use of any website and other online or mobile services, properties, software or applications owned or operated by Thrive, or its affiliates or subsidiaries, that link to these Terms (collectively, the “**Site**”).

THESE TERMS CONTAIN A BINDING [ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION OR MASS ARBITRATION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.](#)

YOUR CONTINUED USE OF THE SITE IS SUBJECT TO YOUR CONTINUED COMPLIANCE WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THE SITE. CONTINUED ACCESS AND USE OF THE SITE AFTER CHANGES HAVE BEEN MADE TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE REVISED AGREEMENT THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THIS AGREEMENT PERIODICALLY AND THAT YOU WILL BE BOUND BY THIS AGREEMENT AND ANY MODIFICATIONS THERETO.

We are committed to making the Site accessible for all users, and will continue to take steps necessary to ensure compliance with applicable laws. If you have difficulty accessing any content, feature or functionality of the Site, please [contact us](#).

What's Contained in This Agreement

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1. Our Intellectual Property Rights

As between you and Thrive, all right, title and interest in and to the Site, including our information, software, technology, data, applications, logos, marks, designs, text, graphics, pictures, audio and video files, other data or copyrightable materials or content, and their selection and arrangement is referred to as “**Thrive Content**”, and is and will remain the exclusive property of Thrive and its licensors. Thrive Content is protected by intellectual property rights both in the United States and internationally.

Your use of the Site under these Terms does not give you additional rights in the Site or ownership of any intellectual property rights associated with the Site, including, but not limited to, any rights to use our trademarks, logos, domain names and other distinctive brand features. Subject to your compliance with and the limitations set forth in these Terms, Thrive grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Site to fulfill your personal, non-commercial purposes.

2. User Content

You are responsible for any information, text, images, videos, files or other materials or content that you send to us or transmit through the Site (collectively, “**User Content**”). You agree, represent and warrant that any User Content you transmit through the Site is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such User Content. By sending any ideas, concepts, know-how, proposals, techniques, suggestions or other User Content to us, you agree that: (i) we are free to use such User Content for any purpose, (ii) such User Content will be deemed not to be confidential or proprietary, (iii) we may have something similar already under consideration or in development, and (iv) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances unless otherwise expressly agreed in writing by us. Be aware that we have no obligation to keep User Content confidential unless explicitly stated. Notwithstanding the foregoing, please note that any personally identifiable information you submit to us will be handled in accordance with our [Privacy Policy](#) and will not be publicly disclosed, except as described in our [Privacy Policy](#) or otherwise approved by you.

3. Our General Rights in Operating the Site

We reserve the following rights with respect to our operation of the Site:

- We may modify, terminate, or refuse to provide the Site at any time for any reason, without notice.
- We may remove anyone from the Site at any time for any reason, solely in our discretion.

- If you terminate this Agreement, we may keep a copy of User Content after termination. You grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for our business purposes, subject to applicable law.
- We have, in our sole discretion, an absolute right to modify, change, alter, suspend, or terminate any provision of the Site or your access to the same without warning at any time.

4. Third-Party Content & Links

Any information, statements, opinions or other information provided by third parties and made available on the Site are those of the applicable author(s) and not Thrive. We do not endorse, or guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement or other third-party content on the Site. ANY CONTENT PROVIDED THROUGH THE SITE IS FOR EDUCATIONAL PURPOSES ONLY. WE HEREBY DISCLAIM ANY REPRESENTATION OR WARRANTY CONTAINED IN ANY TESTIMONIAL, DESCRIPTION OR OPINION POSTED ON THE SITE TO THE MAXIMUM EXTENT ALLOWED BY LAW.

We may provide on the Site, solely as a convenience to users, links to websites, social media pages, mobile applications or other services operated by other entities. If you click these links, you will leave the Site. If you decide to visit any external link, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked sites or the information appearing thereon or any of the products or services described thereon. YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEBSITES AND RESOURCES.

5. Downloads

The Site may allow you to download certain content. Thrive makes no representation that such download will be error or malware free or fit for a particular purpose. Certain downloads may be subject to a separate agreement either with Thrive or a third party.

6. Termination

The Site and these Terms are in effect until terminated by you or Thrive. We may terminate these Terms by notifying you using any contact information we have about you or by posting such termination on the Site. You may terminate these Terms by providing written notice of termination, including your detailed contact information and your account information, to us using the information in the [Contact Us](#) section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to the Site and any related features at any time with or without notice and with or without cause, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

Upon any such termination, you will immediately cease all use of and access to Site. You agree that if your use of Site is terminated pursuant to this Agreement, you will not attempt to use the Site under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of the Site after termination will be a violation of this Section, which survives any termination. The provisions of this Agreement concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

7. Disclaimers

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY OR RELIABILITY OF THE CONTENT AVAILABLE ON THE SITE OR ON ANY OTHER SITES LINKED TO OR FROM THE SITE. THRIVE ASSUMES NO RESPONSIBILITY, AND EXPLICITLY DISCLAIMS ALL LIABILITY FOR THE CONTENT, ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY OR AVAILABILITY OF ANY ARTICLES, BLOGS OR ANY OTHER MATERIALS POSTED ON THE SITE. WE ARE NOT RESPONSIBLE FOR ANY INCORRECT, INACCURATE, OR UNLAWFUL CONTENT POSTED ON THE SITE WHETHER CAUSED BY USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SITE.

UPLOADING, TRANSMITTING, STORING, DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE SITE IS DONE AT YOUR OWN RISK. THE CONTENT OF THE SITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

8. Limitation of Liability

WE AND ANY OF OUR AFFILIATES, DIVISIONS AND RELATED ORGANIZATIONS AS WELL AS OUR AGENTS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR THE INABILITY TO USE THE SITE, ANY CONTENT TRANSMITTED BY USERS, OR EXTERNAL LINKS ON THE SITE, INCLUDING, BUT NOT LIMITED TO, DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, OR ANY COMPUTER VIRUS OR FAILURE. RELEASEES ARE NOT LIABLE FOR ANY LOSS OR CORRUPTION OF CONTENT. RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF DATA OR PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.

9. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, ACTIONS, LIABILITIES, JUDGMENTS, LOSSES, COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) OR OTHER EXPENSES THAT ARISE DIRECTLY OR INDIRECTLY OUT OF OR FROM (I) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT; (II) YOUR ACTIVITIES IN CONNECTION WITH THE SITE; OR (III) THE USER CONTENT OR OTHER INFORMATION YOU PROVIDE TO US THROUGH THE SITE. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US, AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. WE WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION OR PROCEEDING UPON BECOMING AWARE OF IT.

10. Disputes, Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Any dispute, claim or controversy arising out of or relating to your use of the Site, this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, or the [Privacy Policy](#), shall be either determined by binding arbitration in Maricopa County, Arizona before one arbitrator or submitted to small claims court in Maricopa County, Arizona. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules.

Class Action Waiver: YOU AND WE AGREE THAT ANY CLAIMS OR ARBITRATION RELATED TO THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS AND THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR MASS ARBITRATION. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Seeking Arbitration: If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("**Notice**"). The Notice to us must be addressed to: 2355 East Camelback Road, Suite 320, Phoenix, AZ 85016. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com. Except in the event of a Coordinated Claim (as defined below), if you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

Hearing: If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator's decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

Award: In the event arbitration awards you damages of an amount at least US\$100 greater than our last documented settlement offer, we will pay your awarded damages or US\$2,500, whichever is greater (the "**Award**").

Coordinated Proceedings: If 20 or more individuals initiate Notices of dispute with us raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals ("**Coordinated Claims**"), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and counsel for Thrive shall each select five cases to proceed first in arbitration in a bellwether proceeding ("**Test Cases**"). The remaining cases shall not be filed in arbitration until the first ten have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another five cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer to resolve each and every outstanding claim. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against Thrive. INDIVIDUALS BRINGING COORDINATED CLAIMS SHALL BE RESPONSIBLE FOR UP TO US\$250 OF THEIR FILING FEES OR THE MAXIMUM PERMISSIBLE UNDER THE APPLICABLE ARBITRATION RULES.

Injunctive Relief: Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective, and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Confidentiality: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Governing Law and Rules: This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Arizona, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

11. Terms for Users in Certain Geographic Locations

The following terms apply to Users that are residents of certain jurisdictions:

New Jersey Users: If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Disclaimer of Warranty; (b) Limitation of Liability; (c) Indemnity; and (d) under the Disputes provision, the Arbitration and Class Action Waiver and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

California Users: Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

12. Consent to Communication

When you use the Site or send communications to us through the Site, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Site. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by creating an account, or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our [Privacy Policy](#).

13. Privacy Policy

Please note that we have adopted a [Privacy Policy](#) that you should refer to in order to fully understand how we use and collect information. To learn about our privacy practices, please refer to our [Privacy Policy](#).

14. Updates to this Agreement

We may revise or otherwise change or update these Terms from time to time. We will use reasonable efforts to notify you of such changes. However, please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. When changes are made to this Agreement, they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review this Agreement—there may have been changes to our policies that may affect you. If you do not agree to the Agreement as modified, then you must discontinue your use of our Site. Your continued use of the Site will signify your continued agreement to these Terms as revised. We will make reasonable efforts to notify you of material changes to this Agreement. Such efforts might include posting notice on the Site, an email to the address we have on file, or a message in your Account.

15. Severability

If any provision of these User Terms of Use is held to be invalid or unenforceable, it shall be replaced in interpretation by a valid and enforceable term that most closely aligns with the intent of the original provision. If that is not possible, the provision shall be removed, and the rest of the Agreement will be enforceable.

16. [Contact Us](#)

If you have questions about these User Terms of Use, or if you have technical questions about the operation of the Site or the Site Functionalities, please contact us by emailing LegalAndCompliance@tsginc.com or by writing us at 2355 East Camelback Road, Suite 320, Phoenix, Arizona 85016. If you have any questions or comments about Thrive or have other service needs, please [click here](#) for information on contacting our service representatives.