

Terms of Use

Updated June 21, 2023

Products and services are provided by Evoplex Limited (referred to as "us", "we"). Please read these Terms of Service and our Privacy Policy (collectively, the "Agreement") carefully before using the application. By using or accessing the Services, you ("User" or "you") agree to become bound by all the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, you shouldn't and aren't permitted to use the Services. Use of our Services is expressly conditioned upon your assent to all the terms and conditions of this Agreement.

1. Access To The Services

The Services offered from time to time by Company in connection therewith are owned and operated by Company. Subject to the terms and conditions of this Agreement, Company may offer to provide certain services, as described more fully on the Website, and that have been selected by you, solely for your own use, and not for the use or benefit of any third party. Company may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. Company may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. Company reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website and/or Application. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

We authorize you, subject to these Terms, to access and use our Services, as defined below, solely for your personal use of the Services, and may not be used for any commercial or other purposes. This license is revocable by us at any time without notice and with or without cause.

In accordance with our Privacy Policy, we also communicate with you when necessary regarding security, privacy and administrative issues.

You may not use the Services and you may not accept the Terms if you are not of a legal age to form a binding contract and otherwise capable of entering into this agreement. We do not knowingly allow the use of our Services by children under 4.

2. Collection And Storage Of Information

Through your use of our Services, you consent to the collection, storage and use (as set forth in the Privacy Policy) of the information you provide, including the transfer of this information within the United States and/or other countries for processing and use by us.

3. Services Content

Our Services, and their contents, are intended solely for the use of Services users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed through the Services (including, but not limited to text, graphics, articles, photographs, images, and illustrations, also known as the "Content") are protected by copyright. You shall abide by all copyright notices, trademark rules, information, and

restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

Our Services are protected under the Copyright Act. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person or company from which such content originated and that Company will not be liable for any errors or omissions in any content. You understand that Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, Company cannot guarantee the authenticity of any data that users or merchants may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstances will Company 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 in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

4. Third Party Websites

The Services may contain links to third party websites, apps or services ("Third Party Services") that are not owned or controlled by Company, or the Services may be accessible by logging in through a Third Party Service, as described more fully in our Privacy Policy. When you access Third Party Services, you do so at your own risk. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any Third Party Services relating to your use of the Services and that you will act in accordance with those policies, in addition to your obligations under this Agreement. Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Company will not and cannot monitor, verify, censor or edit the content of any Third Party Service.

By using the Services, you expressly relieve and hold harmless Company from any and all liability arising from your use of any Third Party Service. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Company, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or

unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes.

5. Restricted Uses

You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, degrading, intimidating, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any employee or representative of Company; (v) restricts or inhibits any other user from using and enjoying the Services or Content; (vi) relate to products that are sexual or pornographic in nature, alcoholic products, tobacco products or other products that are unlawful in any manner; or (vii) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Company reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Company, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any page of the Website is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ANY CONTENT YOU SUBMIT, CONTRIBUTE, SHARE OR OTHERWISE CAUSE TO BE TRANSMITTED THROUGH THE SERVICES, AND YOU, NOT THE COMPANY, HAVE FULL RESPONSIBILITY FOR SUCH CONTENT, INCLUDING ITS LEGALITY, RELIABILITY, ACCURACY AND APPROPRIATENESS.

WE ARE NOT RESPONSIBLE, OR LIABLE TO YOU OR ANY THIRD PARTY, FOR THE CONTENT OR ACCURACY OF ANY USER CONTRIBUTIONS PROVIDED BY YOU OR ANY OTHER USER OF THE SERVICES, INCLUDING THE APP.

6. Exclusivity

You agree that by us providing you the Services for free, you grant us the exclusive right to work with you to promote brands and/or products on through our Services. This exclusive right covers all advertisements and promotional activities of any kind involving the Services.

7. Warranty Disclaimer

Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any content contained in or accessed through the Services, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Company makes no representations or warranties regarding the accuracy of colors or textures displayed anywhere on the Services, or regarding suggestions or recommendations of services or products offered or purchased through the Services (including, without limitation, the actual color, texture, size, fit, quality, or use of such products or services). Products and services purchased (whether or not following such recommendations and suggestions) are provided "AS IS" without any warranty of any kind from Company or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product or service. The services, content, website, products and services obtained through the website, and any software, are provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of the services will be uninterrupted or error-free. Some states do not allow limitations on how an implied warranty lasts, so the above limitations may not apply to you.

8. Privacy Policy

For information regarding Company's treatment of personally identifiable information, please review Company's current Privacy Policy, which is hereby incorporated by reference; your acceptance of this Agreement constitutes your acceptance and agreement to be bound by Company's Privacy Policy.

9. Modifications

We may modify, terminate, suspend, or otherwise adjust functions or features, without prior notice.

10. Termination

This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. Company may terminate or suspend your access to the Services or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership. Company may also terminate or suspend any and all Services and access to the Services immediately, without prior notice or liability, if you breach any of the terms or

conditions of this Agreement. Upon termination of your account, your right to use the Services, access the Application, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

11. Arbitration

Any claim (excluding claims for injunctive or other equitable relief) shall be resolved exclusively by binding non-appearance-based arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), but the parties do not necessarily intend for the AAA to administer the arbitration. The arbitration will take place in Idaho and the internal laws of the State of Idaho (other than conflicts of laws rules) and of the United States of America shall apply. Part or all of the arbitration may be conducted by telephone or based on written submissions, and will not require the personal appearance of the parties or any witnesses unless otherwise agreed by the parties. The allocation of costs and fees for such arbitration shall be determined in accordance with the AAA Rules. If such costs are finally determined to be excessive in a consumer dispute, we will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitration shall be conducted by a single, neutral arbitrator engaged in the practice of law who is mutually agreed upon by the parties or failing such agreement within 14 days from the delivery of the original arbitration demand, each party shall select one arbitrator and the two selected arbitrators shall mutually agree upon the selection of a third arbitrator within 30 days from the delivery of the original arbitration demand. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction. Nothing in this Agreement will prevent a party from seeking injunctive or other equitable relief with respect to the infringement, misappropriation or other violation of such party's intellectual property or other proprietary rights in any court of competent jurisdiction. In the event the foregoing agreement to arbitrate is deemed unlawful, void, or for any reason unenforceable with respect to any claim, dispute or controversy, then you agree that any such claim, dispute or controversy shall be filed and adjudicated only in the state and federal courts located in Idaho and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

12. Limitations Of Liability And Indemnification

You expressly understand and agree that we and our affiliates, officers, employees, agents, partners, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use our Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services obtained or messages received or transactions entered into through, from or as a result of our Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on our Services; or (v) any other matter relating to us or our Services. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in this paragraph may not apply to you.

We are not liable for anything that happens to you that somehow may be connected to your use of our Services. If you use our Services in a way that causes us to be included in litigation, you agree to pay all legal fees and costs we incur.

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our Services.

13. Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with Company's prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever. Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

14. Contact

If you have any questions, complaints or claims with respect to our Services, you may contact us at support@evoplex.io