

## Terms of Use

These Terms of Use (the “Terms”) govern your access to and use of our website, and the other online or offline services provided by Evans Group that link to these terms (collectively, the “Services”), whether accessed via computer, mobile device or otherwise, including any electronic content, media, functionality, features and applications (collectively, “Materials”) offered on or through the Services.

### 1. Agreement

Please read these Terms and our posted Privacy Policy carefully before you start to use our Services. By using the Services, you agree to be bound and abide by our posted Terms and Privacy Policy. If you do not agree to both the Terms and our Privacy Policy, or if you violate them in any way, your right to access or use the Services is terminated. We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms at any time, and by using the Services after the posting of a modification, you accept the modification. You represent that you are of legal age to form a binding contract with us, and to the extent you are using our Services on behalf of an organization, you represent that you are authorized to accept our Terms on behalf of the organization (and references to “you” or “your” in our Terms are understood to apply to both you and your organization). If you have entered into a specific agreement with us for certain products or services we provide, the terms of that agreement will control to the extent there is any conflict with these Terms. PLEASE SEE SECTIONS 8-10 BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES, INCLUDING A WAIVER OF RIGHTS TO A JURY TRIAL OR CLASS ACTION.

### 2. Prohibited Activities

You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or Materials in violation of any applicable laws or regulations; (h) otherwise act in a fraudulent, illegal, misleading, malicious or negligent manner when using the Services; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any “junk mail,” “chain letter,” “spam” or any other similar solicitation; (k) access or use the Services by means of any automated program, expert system, electronic agent or “bot”, or use any Materials in connection with AI tools or training; (l) give any other person or entity unauthorized access to the Services; or (m) scrape, copy, republish, license, or sell the information or Materials on the Services. YOU MAY NOT ACCESS OR USE OUR SERVICES TO TEST OUR USE OF COOKIES, TO OPERATE AS A PRIVACY TESTER, OR TO GENERATE DATA COLLECTION OR TRANSMISSIONS IN ORDER TO ASSERT A LEGAL CLAIM, AND AGREE TO REIMBURSE US FOR ANY COSTS, LEGAL FEES OR OTHER DAMAGES WE INCUR AS A RESULT OF SUCH ACTIONS.

### **3. User Account; User Content and Personal Information**

If we allow you to create a user account for any of our Services, you are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, username, or any account rights. All information you provide or provided to us must be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy. You are responsible for keeping your password for the Services (if any) secret and secure. If anyone other than yourself uses your credentials (or credentials you assigned to them) to access your account, they may also perform actions available to you, and view or make changes to your account, and all such activities will be deemed to have occurred on your behalf, whether or not specifically authorized by you. You should therefore only share account credentials with people you trust, and will be solely and fully responsible for all activities that occur under your account, and for any damages, expenses or losses that may result from such activities.

You represent that at all relevant times you own all necessary rights in and to any content uploaded, developed or provided by you, or imported, connected, copied or uploaded through our Services ("User Content"), including any text, images, designs, animations, videos, audio files, fonts, logos, code, illustrations, compositions, or other content or media, as necessary to legally access, copy, use, publish, transfer and license such User Content in the provision of the Services and for other purposes provided under these Terms. You further represent that you have obtained all third-party consents and permissions required under applicable laws regarding the collection, processing, storing, posting and transmission of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all such applicable laws.

We do not claim ownership rights to any of your User Content. However, you hereby grant us a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any information that you send to us through the Services or otherwise in order to provide our Services and to maintain and improve the Services in accordance with these Terms and our Privacy Policy.

Personal information collected by us in connection with the Services will be maintained in accordance with our posted Privacy Policy.

### **4. Intellectual Property Rights**

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful and intended purposes in accordance with these Terms and our Privacy Policy. The Services contain Materials owned or licensed by us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the Services. Except as provided herein, none of the Materials may be copied, distributed, displayed, downloaded, or transmitted in any form or by any means without prior written permission from us or the third-party owner. Unauthorized use of any Materials provided by the Services may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes. Except as expressly provided herein, we and our third-party licensors reserve all rights with respect to the Services and Materials. We may pursue legal action under applicable laws and/or report to law enforcement for any violations, and we may terminate the account of any user believed to violate our Terms. We may also disable any social media features and any links at any time without notice in our sole discretion.

Trademarks and service marks that may be referred to in the Services are our property or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. You are not authorized to use our company and brand names and logos without express written permission, except to the extent otherwise permitted by law.

If you choose to send us feedback, recommendations, issues, information, ideas, suggestions, or other materials in connection with our business or Services, you agree that we are free to use it for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you, and without any commitment to confidentiality unless we expressly provide otherwise.

We respect the intellectual property rights of others, and we prohibit users of our Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights or these Terms. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us via the contact information provided at the end of these Terms.

## **5. Materials**

We may update the content in our Services and Materials from time to time, but it will not necessarily be complete or up-to-date. You acknowledge that we may not always identify promoted services or content, or commercial communications as such. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order or similar legal process.

## **6. Links in the Services**

Although we may control some of the hyperlinks in the Services, other links within the Services may lead to third-party sites such as online retailers and social media platforms. We include these third-party links solely as a convenience to you. The presence of a link does not imply an endorsement of the linked site, its operator, or its contents, or that we are in any way affiliated with the linked site. The Services do not incorporate any materials appearing in such linked sites by reference. We reserve the right to terminate a link to a third-party web site at any time. The third-party sites are not controlled by us, and may have different terms of use and privacy policies, which we encourage you to review.

## **7. Linking to the Services**

You may link to our website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain

content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, and must not otherwise: establish a link from any website that is not owned by you; cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or take any action with respect to the Services that is inconsistent with these Terms. We may disable any social media features and any links at any time without notice in our sole discretion.

## **8. Disclaimer of Warranties; Limitation of Liability**

YOUR USE OF THE SERVICES AND MATERIALS IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The provisions in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. We reserve all rights, defenses and permissible limitations under the law of your state of residence.

## **9. Indemnification**

You agree to indemnify us and hold us harmless from and against any and all claims, losses, expenses, damages, and costs, including without limitation reasonable attorneys' fees, resulting, whether directly or indirectly, from your unauthorized use of the Services; your User Content; your violation of these Terms; or any unlawful or unauthorized activity associated with your account.

## **10. Governing Law and Jurisdiction; Jury Trial and Class Action Waiver**

We are reachable via the contact information at the end of these Terms to address any concerns you may have regarding your use of the Services. Except for a legal proceeding seeking solely non-monetary injunctive relief, the parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations for at least 30 days (including, if

we request, an in-person or virtual meeting directly between the parties and not just counsel), which shall be a precondition to initiating any legal action on such issue.

The laws of the State of New York, excluding its conflicts-of-law rules, shall govern these Terms and the Services. YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT STATE AND FEDERAL COURTS WITH JURISDICTION FOR NEW YORK CITY, NEW YORK IN RELATION TO ANY CLAIM, DISPUTE, OR DIFFERENCE ARISING FROM THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are expressly excluded from these Terms.

YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

#### **11. Services Controlled from United States**

Our Services are intended for use in the United States. We make no representation that content or materials in the Services are appropriate or available for use in other jurisdictions outside the United States. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

#### **12. Entire Agreement; Severability**

You acknowledge that you have read and understood and agree to be bound by these Terms. You further agree that these Terms, together with our posted Privacy Policy, which is incorporated into these Terms by reference, constitute the complete and exclusive statement of the agreement between you and us and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms. If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services.

#### **13. Contacting Us**

You can contact us at Evans Group, 72 Boyd Ave., E. Providence, RI 02914, 877-341-0570, [info@evans-group.com](mailto:info@evans-group.com)

These Terms were last updated August 24, 2026.