

AGREEMENT TO OUR LEGAL TERMS

We are EVAdoption, LLC ("Company," "we," "us," "our"), a company registered in California, United States, with our principal mailing address at 2605 Camino Tassajara #1682, Danville, CA 94526.

We operate the website <https://evadoption.knack.com/> (the "Site"), as well as any other related subscriptions, digital products, and project-based services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

We offer subscriptions, digital products, and project-based services that provide comprehensive data, content, and/or information on electric vehicles (EVs) and EV charging.

You can contact us by email at billing@evadoption.com.

ACCEPTANCE OF TERMS

These Legal Terms constitute a legally binding agreement made between you, whether personally and on behalf of an entity ("you"), and EVAdoption, LLC, concerning your access to and use of the Services. By accessing and/or using the Services, you represent and warrant that you have the authority to bind yourself and the entity you represent to these Legal Terms.

Subscription Access:

Your access to the subscription Services is for individual users, each with registered accounts and unique login credentials, associated with their respective email addresses. Access sharing among multiple employees using the same account is not permitted and is considered a violation of these Legal Terms.

Subscription Use:

Your use of the subscription Services encompasses two primary aspects:

- 1) The interactions carried out while accessing the provided features, data, and content through your account with login credentials and/or email address (newsletter); and
- 2) Actions and interactions involving the data, content, and information available within the platform carried out by employees and clients associated with your account.

It is essential to recognize that your *access* — as outlined in the preceding paragraph (Subscription Access) — is distinct from the broader concept of *use*. While *access* is specific to individual users with registered accounts and unique login credentials, the *use* of the Services extends to the activities, data analysis, and utilization of the available data and Content within the platform.

Individual User Subscription Access: Unless separate accounts under multi-seat arrangements are established for additional employees or individuals within your entity — as specified in Section 4 or other relevant sections of this agreement — *access* to the Services is limited to specific employees with unique login credentials associated with their email addresses.

Entity-Wide Data Utilization: While *access* to the subscription Services is restricted to specific users, the entity as a whole is permitted to utilize the data provided by the Services.

Authority and Transition: If you lack the authority to bind yourself or the entity you represent to these Legal Terms, or if you cease to be associated with the entity holding the subscription, digital product, and/or project-based service, you are prohibited from accessing and using the Services. By accessing and/or using the Services, you acknowledge that you have read, understood, and agreed to abide by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

NOTICE OF CHANGES

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by loren@evadoption.com, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

SUBSCRIPTION ACCOUNT REMOVAL FOR VIOLATIONS

We reserve the right to suspend or terminate your account and access to the Services if we determine, in our sole discretion, that you have violated these Legal Terms, including but not limited to the prohibition on sharing or distributing account credentials, or if your usage is in breach of any applicable laws or regulations.

AGE RESTRICTION

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

SUMMARY OF KEY TERMS

- By using our Services, you agree to be bound by these Legal Terms.
- We'll notify you of changes to the Services in advance.
- If you disagree with the terms, you must discontinue use.
- Users are responsible for compliance with applicable laws.
- Your data and privacy are important to us; refer to our [Privacy Policy](#).
- The subscription Services are for individual user access, with registered accounts and login credentials containing the user's email address. Email addresses with multiple employee access cannot be used and are considered multiple users. However, separate accounts or multi-seat arrangements can be established for additional employees or individuals within your entity, allowing them access to the Services. While access to the account (login credentials/email address) is limited to specific employees, the entity can use the information gathered from the Services.
- Regular sharing or distribution of email updates with others, including individuals within the same company, is prohibited.
- Agree not to use the Services as part of any effort to compete with EVAoption or otherwise resell/repackage the Data Services and/or the Content.

- While we strive for accuracy, there may be information in the Services that contains typographical errors, inaccuracies, or omissions, including but not limited to, application deadlines, vehicle sales numbers, model information, descriptions, pricing, availability, and various other information. The Company is not liable for any financial, operational, or other impacts on your business. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update the information in the Services at any time, without prior notice.
- These terms are governed by California law.

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1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access and/or use the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. INTELLECTUAL PROPERTY RIGHTS

Our Intellectual Property:

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, data, functionality, software, website designs, audio, video, text, photographs, charts, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your internal business purpose only.

When using our Content and Marks, you agree to maintain us, "EVAoption, LLC," as the source, in accordance with the terms outlined in these Legal Terms.

Your Use of Our Services:

Subject to your compliance with these Legal Terms, including Section 8 "PROHIBITED ACTIVITIES" below, we grant you a non-exclusive, non-transferable, revocable license to:

Subscriptions:

- **Access and Utilize:** Access the Services, which is exclusively granted to those with valid login credentials/email address; and to utilize the Services — including by the entity — as described in Section 4, 'USER REGISTRATION'.
- **Downloading:** Download any portion of the Content where the "Export" button is made available for that specific Content.
- **Printing:** Print a copy of any portion of the Content to which you have properly gained access for internal use, but not for sale or public publication, solely for your internal business purposes.
- **Access Duration:** The duration of access to the subscription services under the granted license is until the end of your subscription or cancellation.

Digital Products:

- **Access, Download, and Utilize:** Under the granted license, you are authorized to access and download the Digital Products you have purchased from us via Shopify as a one-time payment.
- **Internal Use:** Utilize the Digital Products for your internal business/education purposes, as intended.
- **Restrictions:** Restrictions of modifications, reverse engineering, or resale of the digital product.

Project-Based Services:

- access and use the Project-Based Services you have engaged with us for, as specified in the relevant project agreement.
- use the Project-Based Services for your internal business/education purposes, as intended and following any terms set forth in the signed contract.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services, Content, or Marks may be exploited for any commercial purpose that competes with EVAdoption. However, subscribers, customers, and users are granted permission to utilize our data, charts, and information for internal business purposes, decision-making, and collaboration with fellow employees, business partners, and clients. The primary restriction is on activities that involve direct competition with our business operations.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: loren@evadoption.com. *If we ever grant you permission to post, reproduce, or publicly display any part of our Services, Content, and/or Marks, you must identify EVAdoption, LLC as the source of the Services, Content, and/or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.*

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms, and your right to use our Services will terminate immediately.

Your Subscription Contributions:

Please review this section and the "PROHIBITED ACTIVITIES" section carefully before using our Services to understand (a) the rights you grant us and (b) the obligations you have including those related to Contributions, when you post or upload any content through the Services.

Contributions: Users with access to premium features — including custom workspaces through a separate subscription — can contribute by submitting, uploading, posting, displaying, or publishing content, data, and materials through the Services. This may include but is not limited to, text, writings, photographs, graphics/charts, comments, documents/files, or other materials ("Contributions").

Contribution Privacy: Contributions are private, and visible only to you and the users within your Company's custom workspaces. While you, as the account holder, have access to view these Contributions, the Company will not use or disclose them for any purpose without your explicit consent, unless required by law.

You are responsible for what you post or upload: By posting Contributions through any part of the Services or making Contributions accessible through the Services, you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Contribution;
- warrant that any such Contributions are original to you or that you and your entity have the necessary rights and licenses to submit such Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Contributions; and
- warrant and represent that your Contributions do not constitute confidential information.

You are solely responsible for your Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if, in our reasonable opinion, we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

3. USER REPRESENTATIONS

By using the subscription Services, and where applicable, specific project-based services (which receives access to the database containing your applicable Content), you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly contact us at billing@evadoption.com to update such registration information; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

To utilize our subscription and (select) project-based services with database access, registration is mandatory. Registration includes creating login credentials to gain access to the database and/or receive email updates. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username (email address) you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable, or if you do not abide by our Terms of Service.

Subscription Accounts: Unless otherwise specified or purchased as a multiple-seat subscription, each account is for use by one individual user for accessing the Services. Sharing or distributing account credentials with others, including individuals within the same company, is prohibited. Each user must have their own individual account or subscription, unless explicitly allowed under a custom multiple-seat account agreement. Please note that while individual users are registered (access to the database and emails), the entity as a whole may utilize the data provided by the Services.

Individual subscription access is essential for upholding the security, accountability, and privacy of user interactions within a platform or service. Moreover, it facilitates a customized and personalized experience for each user, enhancing overall user satisfaction and ensuring compliance with legal and regulatory standards.

Multi-Seat Subscription Arrangements: If a multi-user add-on is not available on our websites, [please contact us](#), and we will assist you in configuring the number of users, specifying account types, providing a cost quote, and supplying a signup form for users to create their login credentials.

Potential Exemptions:

1. Enterprise Accounts: Larger enterprises may negotiate custom account structures that allow for broader access within the organization.
2. Consultant or Agency Accounts: Accounts for consultants or agencies may be structured to accommodate managing data and access on behalf of multiple clients.
3. Custom Arrangements: Unique client needs may warrant custom account arrangements, including negotiated terms for access, usage, or pricing based on a specific business relationship.

Please note that any exemptions or variations to the standard account structure will be considered on a case-by-case basis and may require a separate written agreement between your entity and the client, clearly documenting the agreed-upon terms and conditions.

5. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Card (Visa, Mastercard, American Express, Discover)
- ACH

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, for subscriptions, so that we can complete your transactions and contact you as needed. Sales tax may be added to the price of the subscription and digital product purchases as deemed required by us and/or the applicable location. We reserve the right to adjust prices for our subscription and digital product services at any time; however, we will provide you with advance notice via email, specifying the effective date of the new subscription price. All payments shall be in US dollars.

You agree to pay all charges, including those specified in the prices applicable to your purchases, invoices, and/or signed contracts. If your order is subject to recurring charges, then you consent to us to charge your payment method on a recurring basis for the amount specified at the time of sign-up; if there are any price changes, we will notify you before they take effect. This process will not require your prior approval for each recurring charge, and will continue until you cancel the applicable subscription. If your payment is late (including invoices), we reserve the right to set your account to *inactive*, which will not give you access to our database and email newsletter Services until we receive your full payment. We reserve the right to correct any errors or mistakes in pricing if there has been an omission or discrepancy on our website or in the invoice, even if we have already requested or received payment — provided that the correct pricing was communicated to you via written email and/or on the product/subscription's individual details page on our EVAdoption website.

We reserve the right to refuse any order or subscription placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per organization, or per order. These restrictions may include orders/subscriptions placed by or under the same customer account, the same entity, the same payment method, and/or orders that use the same billing or shipping address. Additionally, we reserve the right to limit or prohibit orders/subscriptions that, in our sole judgment, appear to be placed by competing data service providers or companies/websites likely to resell or post EVAdoption data Services and Content publicly or privately.

ACH and Invoicing for Corporate Clients with Subscriptions:

Upon setting up your account, please contact billing@evadoption.com to request ACH payment and invoicing.

For corporate clients or larger organizations opting to pay via ACH and require invoicing, we offer two convenient payment options:

1. Manual Payment: Invoices will be generated and sent to your designated billing contact at the beginning of each billing cycle (on a monthly basis). You can manually review and pay these invoices using your preferred ACH payment method through your bank's online platform or any other preferred method.
2. Automatic Payments via Stripe: To streamline your payment process, you also have the option to link your bank account to our Stripe payment system. Once linked, payments will be automatically charged to your bank account on file. This option provides a hassle-free way to ensure timely payments without the need for manual processing.

Please note that for the first month of service, we require payment for two months' costs in advance, if your initial payment won't be paid within 5 days of confirming your account and subscription. This initial double payment aligns a typical 30-day invoice payment window with our standard billing cycle. Subsequent invoices will be generated and sent and to be paid within 30 days.

By requesting ACH payment and invoicing, corporate clients agree to adhere to these payment terms and processes. Please contact us at billing@evadoption.com for any questions or assistance regarding your invoices or payment process.

6. PURCHASES CANCELLATION & REFUND POLICY

Cancellations:

You can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term.

To cancel your subscription:

1. [Log into your account](#) via Stripe
2. Navigate to the "Cancel plan" button
3. Provide a reason for canceling

Please note that if your payment method on file fails or we don't receive payment of your invoice, your account will automatically be inactive. For automatic payments, Stripe will retry failed subscription payments after 1 and 3 days after the previous attempts. In such cases, you will receive an email of the failed payment via Stripe. After multiple attempts to process your payment, your subscription will automatically be canceled. EVAdoption may also email the account or billing contact on file, notifying the recipient that their account is canceled due to payment failure, and if they want to continue having subscription access, their payment method needs to be updated in their Stripe customer portal. Once the payment has been successful, their account will become active.

Refunds:

All purchases, including subscription fees, are non-refundable. However, some situations with digital products *may* be eligible for refunds or replacements:

- Technical Issues: If the digital product is defective, corrupted, or doesn't function as described due to technical issues, a refund may be appropriate.

- Misrepresentation: If the product's description on the website significantly misrepresents its content or functionality, leading to a mismatch in customer expectations, a refund may be warranted.
- Unauthorized Purchases: If there is evidence of unauthorized purchases or fraudulent activity associated with the acquisition of the digital product, a refund may be considered.
- Duplicate Purchases: In cases where a customer accidentally purchases the same digital product multiple times, a refund might be appropriate.
- Unintended Purchases: If a customer can provide reasonable evidence that the purchase was made unintentionally or in error, a refund may be considered.

However, the following situations are not eligible for reimbursement and/or replacement:

- Digital products with in-depth descriptions and images that provide a comprehensive understanding, and the customer wanted something differently.
- Products that have been intentionally damaged or misused by the customer.
- Situations where the customer has changed their mind or no longer wants the product.

If you are unsatisfied with our Services, please email us at billing@evadoption.com.

7. SOFTWARE

We may include software for use in connection with our Services. If such software is accompanied by an end user license agreement ("EULA"), the terms of the EULA will govern your use of the software. If such software is not accompanied by an EULA, then we grant you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our services and in accordance with these Legal Terms. Any software and any related documentation is provided "AS IS" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risks arising out of the use or performance of any software. You may not reproduce or redistribute any software except in accordance with the EULA or these Legal Terms.

8. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright, source, or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.

- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited emails, or creating user accounts by automated means or under false pretenses.
- Sell or otherwise transfer your profile. If an employee leaves or joins your organization, please promptly notify us by email at billing@evadooption.com so we can update the account information accordingly. If there is currently only one account user (single seat), please be aware that adding additional users will affect your subscription, including price changes. We will work with you to update your subscription as needed.
- Use the Services to advertise or offer to sell goods and services.
- Use the Services as part of any effort to compete with us or otherwise resell/repackage the Data Services and/or the Content.
- Sharing or distributing account credentials with others, including individuals within the same company, is prohibited, and each user must have their own account under the subscription.

- Regular sharing or distribution of email updates with others, including individuals within the same entity, is prohibited.
- Except as set out in this section or elsewhere in our Legal Terms, no part of the Services, Content, or Marks may be exploited for any commercial purpose that competes with us. However, subscribers, customers, and users are granted permission to utilize our data, charts, and information for internal business purposes, decision-making, and collaboration with fellow employees, business partners, and clients. The primary restriction is on activities that involve direct competition with our business operations.

Account Removal for Violations: Violations of any of the prohibited activities listed in this section may result in the suspension or termination of your account and access to the Services.

9. USER-GENERATED CONTRIBUTIONS

The subscription Services may provide features allowing subscribers to contribute data, reports, content, and materials ("Contributions"). Please review the following terms to understand the rights and obligations associated with your Contributions:

Ownership: You, as a subscriber, retain ownership of specific data uploaded into our database within your custom workspaces. We do not claim ownership of this data.

License: By uploading data and contributing to custom workspaces, you grant us a non-exclusive, irrevocable license to store, process, and display the contributed content solely for your account under the purpose of providing the subscribed Services. You affirm that you are the creator, owner of, and/or have the necessary licenses and permissions for such Contributions.

Privacy: We respect the privacy of subscriber data and workspace content. Unless expressly permitted by you or required by law, we will not access, use, or share individual data and workspace content with third parties.

Security: While we implement security measures to protect subscriber data, you are responsible for maintaining the confidentiality of your login credentials and taking appropriate security precautions.

Use Limitations: You agree not to upload, submit, or post any content that violates our "PROHIBITED ACTIVITIES" or infringes on third-party rights. We reserve the right to remove or edit Contributions that violate these terms.

Data Backup: We recommend maintaining your own backups of critical data and content to prevent data loss, although we strive to ensure data availability and integrity.

By uploading data and contributing to custom workspaces, you confirm your understanding and acceptance of these terms related to ownership, license, privacy, security, use limitations, and data backup. These terms aim to protect your rights while facilitating the effective use of our Services. Any use of the Services in violation of these terms may result in the termination or suspension of your rights to use the Services.

You are solely responsible for your Contributions to the Services, and any shared ownership or specific terms regarding data Contributions are outlined in separate agreements.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

Contributions: These are data, reports, content, and materials uploaded to the Services and/or shared with the Company from your entity. By making Contributions, you represent and warrant that:

- Your Contributions do not infringe the proprietary rights of any third party.
- You are the creator and owner of, or have the necessary licenses and permissions for, such Contributions.
- You have the consent, release, and/or permission of identifiable individuals in your Contributions.
- Your Contributions are not false, inaccurate, or misleading.

- Your Contributions do not violate any applicable laws.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not include any offensive content related to race, national origin, gender, sexual preference, or physical handicap.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

10. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Please note the following:

- Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us.
- We are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including their content, accuracy, opinions, reliability, privacy practices, or other policies.
- Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply our approval or endorsement.
- If you choose to leave the Services and access Third-Party Websites or use Third-Party Content, you do so at your own risk, and these Legal Terms no longer apply.
- We recommend that you review the terms and policies, including privacy and data gathering practices, of any website you navigate to from the Services or related to any applications you use or install from the Services.
- Any purchases made through Third-Party Websites are between you and the third party, and we are not responsible for such transactions.

- We do not endorse products or services offered on Third-Party Websites, and we are not liable for any harm or losses you may incur through your interactions with Third-Party Content or Third-Party Websites.

11. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) monitor the Services for violations of these Legal Terms;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
- (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

12. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy:

<http://www.evadooption.com/privacy-policy/>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

13. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON/ENTITY FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME. WHILE WE MAY DO SO WITHOUT WARNING OR NOTICE, WE'LL MAKE REASONABLE EFFORTS TO NOTIFY YOU OF THE TERMINATION AND THE SPECIFIC VIOLATION(S) THAT LED TO IT.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

14. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, add, or remove additional (new) content — that was not included in your subscription Services at the time of your registration, while guaranteeing your continued access to the content, data, and features initially promised on our website and Welcome email when you signed up — for any reason at our sole discretion without notice. Meaning, we will not remove any features that were displayed when first signing up. We will not be liable to you or any third party for any modification, database configuration, or price change of the Services.

We cannot guarantee the subscription Services and our websites will be available at all times. We may experience hardware, software, or other problems; or need to perform maintenance related to the Services or our websites, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services and/or Content at any time or for any reason, which we will notify you of prior notice. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. For any issues related to subscriptions or login difficulties, please notify us via billing@evadoption.com. We will endeavor to respond as promptly as possible, typically no later than 24 hours. [Please refer to this document](#) for login issues. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith. We will, however, provide advance notice of any substantial changes or discontinuation of the Services.

15. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

16. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the [American Arbitration Association \(AAA\) website](#). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in the United States, California. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in the United States, California, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

17. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including application deadlines, vehicle sales numbers, model information, descriptions, pricing, availability, and various other information, the Company is not liable for any financial, operational, or other impacts on your business. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

18. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WHILE COMPANY SEEKS TO PROVIDE THE MOST ACCURATE AND UP TO DATE INFORMATION, WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

19. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, FREELANCERS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

20. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, freelancers, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

21. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although our software provider performs regular routine backups of data, you are solely responsible for all data Contributions that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending the Company emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

23. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

24. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by the Company on the Services or with respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

25. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at:

EVAdoption, LLC

Phone: 1-925-202-5976

billing@evadoption.com

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