

The Privacy Policy

("The Policy") describes the policies and procedures of Evtures, Inc. ("Service Provider" or "we") on the collection, use and disclosure of your information when you use www.evtures.com or the Evtures Android and iOS app("Service"). we will not use or share your information with anyone except as provided herein. This Policy does not apply to information we obtain(i) offline, (ii) by means other than through service, or(iii) from any other source.

By accessing or using the service you are agreeing to be bound by the terms set forth herein. this policy is to be read as consistent with the terms of use, end-user agreement, and any other contract or policy in effect.

Definitions

The following terms shall be defined as set forth below.

"Content" has the same meaning as outlined in the End User Licensing Agreement to which specific reference is made;

"Cookies " refers to small data files that may convey to Service Provider anonymous information about how you browse the service;

"Device Identifiers" are small data files or related structures stored on or associated with a mobile device which identify your specific mobile device and includes without limitation data stored in connection with hardware, operating systems, other software, or information sent directly to Service Provider by the device;

"Location Data" includes GPS coordinates, latitude, longitude, or similar information regarding the location of your mobile device;

“Mobile Device” includes without limitations mobile telephones, iPhones, tablets, iPad, Android, and any similar technology or item;

“Non-Personally Identifiable Information” includes non-private and /or aggregated information that does not identify a user (including without limitation anonymous usage data and platform types);

“Persistent Cookies” refers to cookies that remain on a hard drive after a web browser is closed to be used by the browser on subsequent visits to the service;

“Personally Identifiable Information” refers to information that includes a user’s name or otherwise could be deemed by a reasonable person to identify a user or distinguish a user from all other users;

“Session Cookies” refers to cookies that are temporary and disappear after a web browser is closed;

“SSL” means to secure socket layer technology;

“User” means any person who accesses or uses the service; and,

“You” means any user of the service

Information Service Provider Collects & Uses

Service Provider uses the information you provide to (i) operate, maintain, and offer the features and functionality of the service, (ii) analyze how the service is used, (iii) diagnose service or technical problems, (iv) maintain security, (v) personalize content, (vi) store and remember information to help you more efficiently access your account, (vii) monitor metrics including without limitation the total number of visitors, traffic, and demographic patterns, and (viii) track content and users to comply with all applicable law, rules, and regulations, including without limitation that Digital Millennium Copyright

Act.

Information Provided by Users

You are providing information about yourself such as your name, date of birth, email address, location gender, and phone number. we collect all this information if you sign up for the service, follow us on social media and related services such as Facebook, Twitter, Instagram, TikTok, Snapchat, or download or apply for any applications offered by Service Provider through any third-party Service or network. Depending on your settings and authorizations on the service, the information you choose to provide will be viewable and accessible to third parties. Other users of the service will be able to view your first name and last name, profile picture, and hometown location when you post content or interact with content.

Email

we may use your email address to send you notices related to the Service(including notices required by law). Notices may include marketing materials. You may opt-out of receiving marketing materials via email to contact@evntures.com Communication by email may be public, including your name, email address, the content of any messages you send to the service, and the content of any message the service sends to you. You agree to be contacted by email as opposed to postal mail.

Invitation

If you use any invitation services to invite third parties to the service, you will be asked to provide that party's email address and automatically send that party an email invitation. Service Provider stores the information needed to send in the email, to register the third party accepts the invitation, and to track metrics associated with any

invitation service we might offer.

Content

You can also provide information in the content that you post on the service such as the creation of an event. This content and metadata may be accessed by other users.

Service Provider can, but I not obligated to, monitor content posted on the service. It can remove any information that you post for any reason or no reason. Except for content viewable under your authorizations and security settings, service PROVIDER and its agents and employees will not view your content except to (i) maintain, provide, or improve the service, (ii) provide assistance to you and resolve support request, or (iii) comply with or avoid violation of applicable law or otherwise cooperate with law enforcement, all in Service Provider's sole discretion.

Cookies

When you use the service, we may send one or more cookies to your computer to uniquely identify your browser and let Service Provider help you log in faster and enhance Service navigation. Persistent cookies may be removed per your web browser's instructions. You can also set you your web browser to refuse all cookies to indicate when a cookie is being sent. Some service features may not function properly if the ability to accept cookies is disabled.

Log Files

When you use the service our servers automatically record certain information sent by your web browser. These server logs may include information such as your web request, IP address, browser type, referring/exit pages, URLs. The number of clicks, how you interact with links on the service, domain names, landing pages, pages viewed,

mobile carrier, and similar information.

Clear Gifs Information

we may employ clear gifs(also known as “web beacons”) to track online usage patterns. we may also use clear gifs in HTML-based emails sent to our users to track which emails are opened by recipients. The information is used to enable more accurate reporting and improve the service.

Location Data

When you use the service by or through a mobile device, Service Provider may access, collect, monitor, and/or remotely store location data. Location data may convey to Service Provider information about how you use the service. It does not collect or provide us with personally identifying information about you; however, location data may be used in conjunction with personally identifiable information. Some features of the Service may not operate properly if the use or availability of location data is limited or disabled.

Device identifiers

When a user accesses the service by or through a mobile device, Service Provider may access, collect, monitor, and/or remotely store one or more device identifiers. The Service may use device identifiers to improve the service. The device identifier may provide the Service with information about how you use the service but it does not collect or share personally identifiable information. However, a device identifier may be used in conjunction with personally identifying information and may remain on your device to speed up the login process and enhance navigation on the service. Some Aspects of the service may not function properly if the availability and use of device

identifiers are limited or disabled. The Service Provider may access, collect, and store device identifiers once the users enable the service.

Third-Party Tools

The Service Provider may use third-party tools (e.g. Google Analytics or similar tools) to study service usage and performance. Many of these tools collect the information sent by your web browser as part of a web page request (including cookies and your IP address). These tools receive the information provided to Service Provider and use it as governed by their privacy policies.

Using Your Information (User)

Service Provider will display your information on the service under your authorization and security preferences. The information that you provide for inclusion on the services should reflect how much you want others to know about you. Consider this carefully before disclosing information and recognize that the more content you provide the less anonymous you may be. You can review and revise your user information at any time. The Service Provider may share or disclose information with your consent.

Sharing Information with Third Parties

The Service Provider may share your personally identifying information with third parties to provide the service. Information may also be stored in a location outside of the Service Provider's direct control. The Service Provider may share your information with a third party application with your consent including without limitation when you access the service through such third-party applications. Service Provider is not responsible for any third party's use or disclosure of your information. You should only use applications that you trust and that have privacy policies that you consider acceptable.

Business Transfers

As Service ProviderS develops its business, it may buy or sell assets to make certain offerings. Customer information is generally one of the transferred assets. Information may also be transferred or assigned in the event of divestiture, merger, or dissolution.

Non-Personally Identifiable Information

The Service Provider may use non-personally identifiable information with third parties for any purposes whatsoever.

Information Security

Service Provider takes commercially reasonable measures to protect the security of user data.

SSL

Service Provider and/or its vendor use SSL for the encrypted transmission of sensitive information including credit card numbers;

Common Web Attacks

Service Provider and/or its vendors protect against common web attack vectors, host data in secure * what level of compliance are you at) audited data centers, and implemented firewalls and access restriction on their servers to secure their network.

Notification of Breach

In the event personal information is compromised as a result of a security breach, Service Provider will promptly notify those users whose information is reasonably believed to been affected.

Disclaimer of Warranties

No method of electronic transmission or storage is completely secure. The service is

provided “As Is” and Service Provider makes no warranty, express or implied, concerning the security or integrity of any user data. All implied warranties, including without limitation the implied warranties of merchantability or fitness for a particular purpose, are hereby disclaimed.

No Obligations to Provide Information

You are not obligated to provide any information to Service Provider. However, the failure to provide the Service Provider with certain information may limit or otherwise impact the services available on the service.

Children’s Privacy

The service is not intended for use by anyone under the age of 13 years. Service Provider does not knowingly collect or solicit personal information from anyone under the age of 13 years or knowingly allow such persons to register for the service. If Service Provider learns that it has collected personal information from a child under the age of 14 years without verification of parental consent, Service Provider will promptly take steps to remove that information. If you believe that Service Provider has or may have information from or about a child under 13 years of age, please contact Service Provider at info@evntures.com

Links to Other Web Services

Service Provider is not responsible or liable for the practices employed by the owners or users of web services linked to or from the service. Furthermore, Service Provider is not responsible or liable for the information or content on such third party Services. This Privacy Policy is only in effect for the service and not for any third party web service and you are subject to the terms of use and privacy and other policies of such third party

web service.

Discussion Rooms, Blogs, Etc.

Any information posted in a discussion room, group room, blog, or the like is considered publicly accessible and the user should not post any information it wished to keep confidential.

Modifications

Service Provider reserves the right to change this Policy from time to time and in its sole discretion. The modifications will take effect immediately upon posting on the service web service.

Evtures end user license agreement and terms of service

By accessing or using the Evtures app, web service, or any Evtures plugins, you are agreeing to the End User License Agreement & Terms of Service (“TOS”, “EULA”, or “Agreement”) set forth herein. This Mobile application; all of its constituent pages as added and amended from time to time; all content on said mobile application and any constituent page; all URL’s associated with or which lead to said mobile application; all associated applications on any platform (including without limitation web, Android, and iOS); all trade dress and monikers on said mobile application; all intellectual property contained anywhere on said mobile application (including without limitation all trademarks, service marks, copyrights, and patents); the source and any other code; all design elements and renditions; copies of any of the foregoing; and to the extent not heretofore listed of all content set forth on every page of the mobile application, including without limitation all copy, marks, monikers, logos, trade dress, processes, information, and intellectual property; are collectively and individually, the sole and

exclusive property of Evnture Inc. (“Service Provider”).

You, the user, and any of your agents, representatives, assignees, employees, partners, designees, or person to whom you have given access to the Service and the services (whether intentionally, knowingly, negligently, or otherwise) may refer to as “you” or “Licensee”.

This is a binding, legal contract between you and Service Provider. This agreement governs your access to and use of the service (as defined below). Your use of the services provided by or through this web service and app constitutes acceptance of this agreement. If you object to any part or portion hereof do not use the services.

The services

Service Provider provides a platform for sharing and viewing local events (“the service”).

The Service

The service includes www.evntures.com, the “Evntures” app available on iOS and Android, all of its constituent pages, all content on said web services and apps and any constituent page, all URL's associated with or which lead to said web services, all associated application on any platform (including without limitation Android, iOS), all trade dress and monikers on said web services, all of Service Provider’s intellectual property contained anywhere on said web services (including without limitation all trademarks, service marks, copyrights, and patents), the source and any other code, design elements, renditions, and copies of any of the foregoing. The service further includes all amendments, modifications, and changes of any nature whatsoever to the foregoing.

Versions, Cost

Service Provider offers but is not obligated to provide the service at no charge to User. Service Provider reserves the right to charge for sponsorship and related services on the Service and app.

Subscription

You shall provide true, accurate, current, and complete information as prompted by the service and shall update such information from time to time as is necessary. The provision of false, inaccurate, or incomplete information or failure to maintain current information shall be grounds for the immediate termination of this Agreement. You agree only you will use any created with your subscription and that you will not share any access information, including without limitation your login or password, with any third party. You are solely responsible for maintaining the security of your login and password and agree to indemnify Service Provider for any loss, damage, claim, liability, or cause of action occasioned by the use of such a login and password by any third parties. If you believe your account information has been compromised you are required to notify us immediately.

Third-Party Accounts

The services may, but will not necessarily, be accessed via one or more third party accounts. You agree to abide by the terms and conditions that govern such third party account and to hold Service Provider harmless from any cause of action, liability, loss, injury, or damage caused by the use of such third party provider or a violation of the terms of service such as third-party provider.

Promotions

The Service Provider may but shall under no circumstances be required to make a gift

or promotional offers of the service. Service Provider shall announce in writing on the app. Service Provider may terminate any gift or promotional offer at any time in its sole and absolute discretion. In the event of a conflict between the terms and conditions associated with a gift or promotional offer and this Agreement, the provisions of this Agreement shall control.

Use of the services

Equipment

You are solely responsible for providing the equipment necessary to access and use the Service and the services, including without limitation any computer, drive, software, hardware, modem, and internet connection. Service Provider shall not be responsible for any fees paid or accrued by you to access the internet. You agree to hold Service Provider harmless from any damages to such equipment regardless of the cause of such damage.

Content

All information data, text, software, graphics, voice, or sound files, photographs, videos, depictions, messages, emails, chats, text messages, documents, and other such materials ("Content") of Licensee or any third party used on or transmitted by or through (i) the Service or (ii) the use of the services shall be the sole and exclusive property of Licensee or such third party as appropriate. Service Provider does not warrant or guaranty the accuracy, integrity, quality, veracity, or appropriateness for any purpose of such Content, and shall be held harmless and indemnified by Licensee for any damages caused by or arising out of the use, reliance on, or application of the Content, including without limitation damages caused by errors, omissions, inaccuracies,

negligence, misrepresentation, or fraud.

Prohibited Content

You shall not post on the service, on your own behalf or behalf of any third party, and shall not permit others to post on the Service, any Content that, in whole or in part: (a) is unlawful, harmful, inaccurate, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, or hate speech; (b) misrepresents the actual identity of a person, or that misrepresents or falsely represents an affiliation with a person or entity; (c) constitutes junk mail, spam, a chain letter, pyramid scheme, or unauthorized solicitation; (d) is infected or contains viruses, malware, spyware, worms or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, program, or telecommunications equipment; (e) is likely to interfere with or disrupt the Service or the services, or any server or network connected thereto, or contravenes any requirements, policies, procedures, or requirements of networks connected to the Service or service; (f) violates any federal, state, or local law, statute, regulation, rule, code, or ordinance, or otherwise application laws regarding transmission of technical data; or (g) imposes an unreasonable or disproportionate workload on Service Provider, the Service, or the services. Service Provider shall not prescreen any Content but reserves the right to remove without notice any Content that Service Provider deems, in its sole discretion, to constitute Prohibited Content. Failure to adhere to the above guidelines regarding prohibited content is grounds for immediate termination of your account.

Content Modification. You acknowledge and specifically authorize Service Provider to change, alter, or modify the Content as necessary in order to transmit it over one or

more networks and to conform and adapt, the Service, or the services to any Technical Requirements of connection networks, devices, hardware, software, and the like.

Disclosure of Content

Service Provider may preserve and disclose content (i) when it is or reasonably determines that it is obligated to preserve and/or disclose Content pursuant to any applicable international law, treaty, federal, state, or local law, statute, code, rule, regulation, or ordinance; (ii) to comply with any legal process; (iii) to enforce the terms of this Agreement; (iv) to respond to complaints or claims that the Content violates any third party rights; (v) to protect any right or property of Service Provider; and (vi) to protect the personal safety property of any user of the Service or the services.

Storage. Service Provider does not warrant or guarantee continued access to any content transmitted to or stored on the Service or used in any manner on the Service or as part of the provision of the services and this Agreement further expressly excludes any warranty that such content will not be lost, damaged, or destroyed. Service Provider shall not maintain a copy, in whole or part, any content, and further shall be held harmless in the event of a failure to properly store any content. Service Provider assumes no responsibility for and shall be held harmless in the event of, any injury or damage to you arising out of the deletion of, failure communications, addresses, or personalization's settings.

Modification

The Service Provider may (i) establish general practices and use limits concerning the Service and the services, (ii) limit the size of communications that may be transmitted through the Service and the services, (iii) limit the amount of Content that may be stored

or processed by you on or through the Service, (iv) limit your access to the Service as may be necessary and reasonable under the circumstances, (v) change or modify its general practices in its sole discretion and with or without notice to you. (vi) change or modify the Service, the TOS, or the services in its sole discretion and with or without notice to you. (vii) quarantine prohibited Content; (viii) modify domain and user settings in its sole discretion and with or without notice to you (including without limitation modifications designed to eliminate spam or bulk mail); and (ix) modify, suspend, or discontinue the Service or the services as necessary for routine maintenance, extraordinary repairs, or due to an attack by hacker or third party.

Termination

In the event of your breach of any term of this Agreement, Service Provider in its sole discretion, may suspend or terminate your account (including without limitation deactivation of your password) and remove and discard the Content, and delete any records concerning or associated with your use of the Service or the services. You agree that you are not entitled to any refund in the event of termination and that you will indemnify Service Provider and hold it harmless from any cost of any costs of any nature whatsoever caused by or attributable in whole or in part of such termination.

Service Provider's Proprietary Property

The Service, the services, and any software, hardware, platform, server, code, or other materials used in connection with the Service and the services (collectively "the provider Materials") all of which are owned by Service Provider and/or its affiliates contain proprietary and confidential information not available to the public and protected by intellectual property and trade secret laws, including without limitation the Uniform Trade

Secrets act as well as trademark and copyright protections. Subject to your continued compliance with the terms of this agreement, including without limitation payment of all sums due hereunder, Service provider hereby grants to you a non-exclusive, non-third party, reverse engineer, reverse assemble, attempt or purport to discover any source code; sell, assign, sublease, grant a security interest in or otherwise transfer any right in or to the Proprietary Materials; copy, modify, rent, lease, loan, sell, distribute, or create derivative works of (or based on) the Proprietary Materials, in whole or in part; or use modified versions of the Proprietary Materials, including without limitation obtaining unauthorized access to the Service or the services. You may access the Service only through the interfaces provided by or through Service Provider.

Remedies

The parties acknowledge that any breach of (i) Service Providers' rights in and to its Proprietary or (ii) the Confidentiality provisions of this Agreement are such that legal remedies alone would be insufficient to protect Service Provider's rights and interests.

The parties further agree that in the event of a breach or potential breach if whether the Service Provider's Proprietary Property or the Confidentiality sections of this Agreement, or both, Service Provider may petition any court of competent jurisdiction for a restraining order, injunction, or such other equitable remedy as it may deem appropriate, and licensee expressly waives any defense to the inapplicability or inappropriateness of such equitable remedies.

Third-Party Service Providers

Certain third parties may offer products and services through the Service. Each third party service provider is solely responsible for the products or services it offers. The

Evturs Service Provider makes no warranty, guaranty, or representation concerning the availability, quality fitness, safety, or suitability, of or with respect to any such product or service or of the person or entity that offers, provides or sells such product or service and expressly disclaims any such warranties, express or implied, including without limitation any implied warranties of attributable to, in whole or in part, any negligent, grossly negligent, reckless, intentional, or willful act or omission of such third-party product or service. The Evturs Service Provider does not warrant that the information, assistance, advice, or consolation provided by any Third Party Service Provider is accurate, beneficial, or will produce the desired result. Furthermore, the Evturs Service Provider does not warrant or represent that any third party service provider is qualified to provide any specific information or advice. All such information, assistance, advice, and consultation is provided “as is” and subject to the warranty disclaimers set forth below. Users agree to indemnify Evturs and hold it harmless from any claim, cause of action, injury, loss, or damage caused by or alleged to be caused by the information, recommendations, counsel, or advice provided by any service provider.

Advertising

In consideration of Evtures granting you access to and use of the services, you agree that Evtures and its third-party providers and partners may place advertising on the services or in connection with the display of content or information from the services whether submitted by you or others.

Disclaimer of Warranties

Use of Service and the services is at your sole and exclusive risk. The Service and the services are provided “As Is” and “As Available”. Service Provider expressly disclaims

all other warranties, representations, guarantees and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Any goods or tangible materials procured or obtained through the web service, regardless of origin, manufacturer, or producer, are provided “as is” and “as available”. The Service Provider expressly disclaims all other warranties, representations, guarantees and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Service Provider makes no warranty that (i) any information or advice obtained from the use of the service or the services will be accurate or reliable, (ii) the quality of any services or information obtained as a result of the use of the service or the services will meet licensee’s expectations, and (iii) any errors that impair the functionality of the service or the services will be repaired. licensee assumes all risk of loss from damage to its computers, software, hardware, drives, code, data, information, content, intellectual property, and other property of any nature whatsoever caused in any manner or by any method from material transmitted, received, downloaded or otherwise obtained or sent using the service. you assumes all risk of loss caused by viruses, malware, worms, or other programs or materials transmitted by or through the service.

Privacy

You acknowledge that the Service Provider may collect personally identifiable, confidential, proprietary, trade secrets, intellectual property, business, financial, and similar information of Licensee (“Licensee Proprietary Information”). Except as set forth elsewhere in this Agreement, the Service Provider shall not knowingly sell, rent, lease,

transfer, or disclose any Licensee Proprietary information unless (i) you consent to such sale, lease, transfer, or disclosure; (ii) sell, lease, transfer or disclosure by Service Provider is necessary for its sole discretion and shall provide notice of same as mandated by this Agreement.

Limitation of Liability

In no event, shall the Service Provider be liable to you for any incidental, indirect, special, consequential, or punitive damages, regardless of the nature of the claim or liabilities to the third parties arising from any source, even if a party to this Agreement has been advised on the possibility of damages.

Indemnification

In addition to any other indemnification obligations as set forth in this Agreement, you (“the Indemnifying Party”) shall indemnify and hold harmless the Service Provider, its officers, directors, employees, shareholders, agents, partners, members, successors, and assigns (each” an Indemnified Person”) from and against any and all demands, claims, causes of action, losses, damages, liabilities, costs, and expenses (including, without limitation, attorneys’ fees) asserted by any third party against an Indemnified Person, resulting from any breach of the Indemnifying Party’s representations and warranties, any breach or non-fulfillment in the performance of the Indemnifying Party’s covenant and agreements, or negligence by Indemnifying Party or an agent or independent contractor of the Indemnifying Party in connection with the performance of the Indemnifying Party’s covenants and agreements hereunder. Such Indemnification obligation shall include without limitation claims and liabilities arising out of the transmission, use, or posting Content; use of the Service or the services; connection to

and transmission of Content to or from the Service; your violations of this Agreement; and you violations of any third party's rights, including without limitation any third party's intellectual property rights.

Jury Trial Waiver

In the event of any dispute between parties, the parties hereby voluntarily and knowingly waive the right to a trial by jury on any issue and in any cause of action.

Class Action Waiver

In the event of a dispute between the parties, resolution of the same, whether by arbitration, litigation, or otherwise, shall proceed solely on an individual basis. You hereby waive any right to assert any claim or cause of action on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties. No award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party.

Compliance with COPPA

The Service and services are not intended for access or use by children under the age of 13 years.

Compliance with CalOPPA

Service Provider maintains a conspicuous Privacy Policy set forth below which is incorporated into this Agreement as if I repeated verbatim.

Miscellaneous Provisions. Failure of a Party to enforce any provisions of this Agreement shall not constitute a waiver of such provision nor of the right of a party at any time to avail itself of such remedies as it may have for any breach or breaches of such

provision. The provisions of this Agreement are severable. Should any part or portion hereof be deemed void or unenforceable by a court of competent jurisdiction, the remaining parts and portions shall remain in full force and effect. This agreement represents the entire understanding by and between the parties and supersedes any other representations, promises, or statements not wholly consistent herewith. This Agreement may only be modified by a writing signed by both parties. The parties acknowledge the receipt and sufficiency of the consideration set forth in this Agreement. This Agreement shall be construed pursuant to the laws of Missouri without regard to its conflict of law provisions. Any lawsuit brought to interpret or enforce the terms of this Agreement shall be filed in the appropriate state or federal court with jurisdiction and venue over Austin, Texas. The parties hereby waive any defense of improper venue, lack of personal jurisdiction, or forum non-conveniens. You warrant that you read the foregoing Agreement, understand and acknowledge each of its provisions, have the authority to execute this Agreement on your own behalf as well as on behalf of any entity or third party signatory, and agree on your behalf. And on behalf of any entity or third party signatory to be bound by the terms and conditions herein. The Service Provider shall be entitled to recoup from you its costs, including without limitation its reasonable attorneys' fees, in bringing or defending any lawsuit or other proceedings that concern in whole or in part the enforcement and/or interpretation of this Agreement. The Service Provider shall not be liable in the event that the performance of any obligation of the Service Provider hereunder is rendered impossible by any circumstance beyond its control and not created by its own act or omission, including flood, fire, and other natural disasters, war, riot or social unrest, work stoppage, act of terrorism, and

Acts of God. The Service Provider shall resume performance pursuant to the provisions of this Agreement upon the abatement of the force majeure. Any notice required to be given to the Licensee may be made, in the Service Providers' sole discretion, by posting the same conspicuously on the Service or by email to any email address provided by you. Notice to the Service Provider shall be by U.S. Mail to (our address P.O.BOX)

Terms of Service

These Terms of Service (TOS) constitute a binding agreement between us and you, as a visitor to this iOS and Android app, regardless of whether or not you join this app by providing your email address, location, sex, date of birth, phone number and setting a password. The TOS governs all use of this website and all content, services, and products available at or through this website.

This website is offered subject to your acceptance without modification of all of the terms and conditions contained in the TOS, our privacy policy, and all other operating rules, policies, and procedures that we may publish from time to time on this app.

Please read the TOS carefully before accessing or using this website. By accessing or using any part of this website, you agree to and are bound by the TOS. If you do not agree to all the terms and conditions of the TOS, then you are not permitted to access this website or to access or use any content, services, and products available on or through this app. If these terms and conditions were construed as an offer by us, acceptance is expressly limited to these terms.

If you join this app and create a member account, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. You must not name or use your account in a manner intended to mislead anyone into believing you are a person other than yourself.

If You Provide Content to This app

If you post a comment or post or upload material or links to this app or otherwise make (or allow anyone else to use your account to make) material available using this app (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms; the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing), or to mislead recipients as to the source of the material (such as spoofing); the Content is not pornographic, libelous or defamatory (more info on what that means), does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party; you do not, in any way that is connected or related to this app, send unwanted electronic messages such as spam links on newsgroups, email lists, blogs, and web sites, and similar unsolicited promotional methods;

your Content must not mislead others into thinking that you are a person other than yourself, and you have, in the case of Content that includes computer code, accurately described the type, nature, uses, and effects of the materials. By submitting Content to us for inclusion on this website, you grant us a worldwide, royalty-free, non-exclusive, sub-licensable, and transferable license to reproduce, modify, adapt and publish the Content for any purpose. You also grant Evtures a world-wide, royalty-free, non-exclusive, sub-licensable, and transferable license to reproduce, modify, adapt and publish the Content for any purpose, including but not limited to the purpose of displaying the Content on the Evtures app.

Without limiting any of those representations or warranties, we have the right (though not the obligation) to, in our sole discretion (i) refuse or remove any content that, in our reasonable opinion, violates this TOS or any of our policies, or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of this app to any individual or entity for any reason, in our sole discretion. We will have no obligation to provide a refund of any amounts previously paid.

Fees and Payment

Certain paid services or products may be available from time to time on this website. The terms and conditions applicable to any paid services or products will be as set forth on this app in connection with that paid service or product. Payments are not refundable.

Responsibility of Website Visitors

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As we ask others to respect their intellectual property rights, we respect the intellectual property rights of others. If you believe that material located on or linked to by this website violates your copyright, you are encouraged to notify us under our Digital Millennium Copyright Act (“DMCA”) Policy:

If you believe that content available through this website infringes one or more of your copyrights, please notify us using an emailed notice (“Infringement Notice”) providing the information described below to the email address listed below. If we take action in response to an Infringement Notice, we will make a good faith attempt to contact the party that made such content available using the most recent email address, if any, provided by such party to us. Your Infringement Notice may be forwarded to the party that made the content available or to third parties such as ChillingEffects.org. Please be advised that you will be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that a product or activity is infringing your copyrights. Thus, if you are not sure content located on or linked-to by this app infringes your copyright, you should consider first contacting an attorney.

All Infringement Notices need to be sent to contact@evntures.com, as plain text emails without attachments (email attachments are discarded) and must include the following or they will be deemed invalid:

An electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf;

An identification of the copyright claimed to have been infringed;

A description of the nature and exact location of the content that you claim to infringe your copyright, in sufficient detail to permit us to find and positively identify that content;

Your name, address, telephone number and email address; and

A statement by you: (a) that you believe in good faith that the use of the content that you claim to infringe your copyright is not authorized by law, or by the copyright owner or such owner's agent; and (b) under penalty of perjury, that all of the information contained in your Infringement Notice is accurate, and that you are either the copyright owner or a person authorized to act on their behalf.

If a DMCA notice is valid, we are required by law to respond to it by disabling access to the allegedly infringing content. If you are a registered user of this app and access to your account or features that require access to your account have been disabled for this reason, we will notify you. You then have the option to send us a counter-notice stating why your content does not infringe copyrights and asking for access to be reinstated.

Counter notices need to be sent to info@evntures.com, as plain text emails without attachments (email attachments are discarded) and include the following or they will be deemed invalid:

Your name, address, phone number, and physical or electronic signature;

Identification of the allegedly infringing content and its location before disabling access;

and

A statement under penalty of perjury explaining why the content was removed by mistake or misidentification.

Counter notices need to be sent to info@evntures.com, as plain text emails without attachments (email attachments are discarded) and include the following or they will be deemed invalid.

We will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of us or others, we may, in our discretion, terminate or deny access to and use of this website. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid to us.

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Termination. We may terminate your access to all or any part of the app at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this TOS or your account on this website (if you have one), you may simply discontinue using this website. All provisions of this TOS which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

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General Representation and Warranty

You represent and warrant that (i) your use of this website will be in strict accordance with our Privacy Policy, with this TOS, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside); and (ii) your use of this app will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify, defend, and hold harmless us, our contractors, our licensors, and Evtures, and each of these companies' respective directors, officers, employees,

and agents, from and against all claims and expenses, including attorneys' fees, arising out of your use of this website, including but not limited to your violation of this TOS or our privacy policy.

Miscellaneous

This TOS constitutes the entire agreement between us and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by one of our authorized officers, or by our posting of a revised version. Except to the extent applicable law, if any, provides otherwise, this TOS, and any access to or use of this website, will be governed by the laws of the State of Delaware, U.S.A., excluding its conflict of law provisions, and the proper and exclusive venue to resolve any dispute arising out of or relating to any of the foregoing will be the state and federal courts located in (Bexar County, Texas). The prevailing party in any action or proceeding to enforce this TOS shall be entitled to recover costs, expert witness charges, and attorneys' fees. Evntures is an intended third-party beneficiary of this TOS and shall be entitled to enforce it. If any part of this TOS is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this TOS or any breach thereof, in any instance, will not waive such a term or condition or any subsequent breach thereof. You may assign your rights under this TOS to any party that consents to, and agrees to be bound by its terms and conditions; we may assign our rights under this TOS without condition. This TOS will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to Evtures LLC.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed under the laws of the United States.

This policy details how data about you is used when you access our websites and services (together, "Evtures") or interact with us. If we update it, we will revise the date, place notices on Evtures if changes are material, and/or obtain your consent as required by law.

1. Protecting your privacy

- We take precautions to prevent unauthorized access to or misuse of data about you.
- We do not run ads, other than the classifieds posted by our users.
- Please review the privacy policies of any third party sites linked to from Evtures.

2. Data we use to provide/improve our services and/or combat fraud/abuse:

- data you post on or send via Evtures, and/or send us directly or via other sites
- credit card data, which is transmitted to payment processors via a security protocol (e.g. SSL).
- data you submit or provide (e.g. name, address, email, phone, fax, photos, tax ID, date of birth, gender).
- web log data (e.g. web pages viewed, access times, IP address, HTTP headers).
- data collected via cookies (e.g. search data and "favorites" lists).
- data about your device(s) (e.g. screen size, DOM local storage, plugins).
- data from 3rd parties (e.g. phone type, geo-location via IP address).

3. Data we store

- We retain data as needed for our business purposes and/or as required by law.
- We make good faith efforts to store data securely, but can make no guarantees.
- You may access and update certain data about you via your account login.

- Usage, patterns, locations, and many others.

4. Circumstances in which we may disclose user data:

- to vendors and service providers (e.g. payment processors) working on our behalf.
- to respond to subpoenas, search warrants, court orders, or other legal processes.
- to protect our rights, property, or safety, or that of users of Evtures or the general public.
- with your consent (e.g. if you authorize us to share data with other users).
- in connection with a merger, bankruptcy, or sale/transfer of assets.
- in aggregate/summary form, where it cannot reasonably be used to identify you.

International Users

By accessing Evtures or providing us data, you agree we may use and disclose data we collect as described here or as communicated to you, transmit it outside your resident jurisdiction, and store it on servers in the United States. For more information please contact our privacy officer at info@evntures.com.