



Terms of Service

Welcome to EVVO!

EVVO Financial ("EVVO", "EVVO Financial", "we", "us", "our") provides our Services (described below) to you through our website located at www.evvofinancial.com (the "Site") and through our online content, tools and services related to the marketplace, whether accessed on the Site or through third-party websites, mobile sites and/or applications (collectively, such services, including any new features and applications, and the Site, the "Services"), subject to the following Terms of Service (as amended from time to time, these "Terms of Service"). We reserve the right, in our sole discretion, to change or modify portions of these Terms of Service at any time without further notice. You should periodically visit this page to review the current Terms of Service so you are aware of any revisions to which you are bound. If we make any revisions, we will post them on this page and will indicate at the top of this page the date these Terms of Service were last revised. We will also notify you of any material changes through a pop-up notice, email or other reasonable means. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the Services. In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on or in connection with the Services from time to time, including, without limitation, the Privacy Policy located [here](#). All such terms are hereby incorporated by reference into these Terms of Service. If there is any conflict between such additional terms and these Terms of Service, the additional terms will supplement or amend these Terms of Service, but only with respect to the matters governed by the additional terms.

ACCESS AND USE OF THE SERVICES

Services Description:

We and our affiliates, through the services we provide, are intended only to assist you in your financial organization and decision making and is broad in scope. We are an independent comparison service provider that allows you to obtain general information, including but not limited to, the ability to find third-party financial providers, for certain financial request services and products. The Services are designed to provide consumers information about various lenders, issuers, financial institutions, nonbank financial institutions, and/or financial services providers and the marketplace lending market (collectively “financial providers”) through the Services’ content and tools. This includes, but is not limited to, information, content and tools related to products and/or services such as credit cards, savings accounts, personal loans, life insurance and student loans. EVVO Financial provides such information, content and tools as part of the Services but is not a lending institution or other financially related service provider itself. Any product or service offered or related transaction to which you are a party is solely transacted between you and the applicable service provider and is not a part of the Services. We do not issue loans, credit cards or any other financial products nor do we act as an agent or advisor to you or any financial provider. Third-party financial request providers are solely responsible for any services they may provide to you.

All rates, fees, and terms are presented without guarantee and are subject to change pursuant to each provider's discretion and may not be available in all states or for all types of loans. There is no guarantee you will be approved or qualify for the advertised rates, fees, or terms presented. We do not guarantee acceptance into any particular program or specific terms or conditions with any financial provider; approval standards are established and maintained solely by financial providers. We do not guarantee that the rates offered include the lowest rates available in the market or the rate that will ultimately be charged. This website does not include all lending companies or all available lending offers that may be available to you.

EVVO Financial also provides financial partners with information about prospective consumers, as described in our Privacy Policy.

Your personal financial situation is unique, and it is your responsibility to evaluate the information and content provided and before making any financial decisions. You should consider obtaining additional information and/or advice from a qualified financial advisor who is fully aware of your individual circumstances.

Your Registration Obligations:

You may be required to register with EVVO Financial in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services registration form or one of our tools or forms that appears on a third-party website, mobile site or application. Registration data, information that you enter into our tools or forms and certain other information about you are governed by our Privacy Policy at <https://askevvo/privacy>. If you are under 18 years of age, you are not authorized to use the Services, with or without registering. EVVO Financial will not be liable for any loss or damage arising from your failure to comply with this section.

Modifications to Services:

EVVO Financial reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that EVVO Financial will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

General Practices Regarding Use and Storage:

You acknowledge that EVVO Financial may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on EVVO Financial 's servers on your behalf. You agree that EVVO Financial has no responsibility or liability for the deletion of or failure to store any data or other content maintained by or uploaded to the Services. In addition, as described herein, we will share information you submit to us with financial providers in order to provide our Services. By submitting an inquiry, signing up for an account, or otherwise inputting information on or

through our Site, you give us permission to retain all such provided information, and any other information we collect or may receive about you. You further acknowledge that EVVO Financial reserves the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

Mobile Services:

The Services include certain services that may be available via a mobile device, including (i) the ability to submit information or upload content to the Services via a mobile device and (ii) the ability to browse the Services and the Site from a mobile device (collectively, the “Mobile Services”). To the extent you access the Services through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services and/or providing your mobile telephone number to us through the Services, you agree that we may communicate with you regarding EVVO Financial and our financial providers by SMS, MMS, or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update information that you have submitted to us to ensure that your messages are not sent to the person that acquires your old number.

Electronic Notices and Communication:

By using the Services, you agree that we may communicate with you electronically via email regarding security, privacy and administrative issues relating to your use of the Services. If we learn of a security system’s breach, we may attempt to notify you electronically by posting a notice on the Services or sending an email to you. You may have a legal right to receive this notice in writing. To receive a free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at support@askevvo.com

CONDITIONS OF USE

User Conduct:

You are solely responsible for all information, data, text, software, messages or other materials (“content”) that you submit or upload to the Services or otherwise use via the Services. The following are examples of the kind of content and/or use that is illegal or prohibited by EVVO Financial. EVVO Financial reserves the right to investigate and take appropriate legal action against anyone who, in EVVO Financial's sole discretion, violates this provision, including without limitation, removing the offending content from the Services, blocking such violator's access to the Services and reporting the violator to law enforcement authorities. You agree to not use the Services to:

a) email or otherwise submit or upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to submit or upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of EVVO Financial, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose EVVO Financial or our users to any harm or liability of any type;

b) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or

c) violate any applicable local, state, national or international law, or any regulations having the force of law;

d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

e) solicit personal information;

f) harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

g) further or promote any criminal activity or enterprise; or

h) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

Special Notice for International Use; Export Controls: Software (defined in the section on “Intellectual Property Rights” below) available in connection with the Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Your use of the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable content.

Commercial Use Not Permitted:

Unless otherwise expressly authorized herein or in the Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

Protected Areas:

Certain areas of the Site and Services may be password restricted to registered users (“Password Areas”). If you are a registered user of the Password Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password. You agree that you are entirely responsible for any and all activities which occur under your account, whether or not you are the individual who undertakes such activities. You agree that you are above 18 years of age. You agree to immediately notify EVVO Financial of any unauthorized use of your account or any other breach of security in relation to the Site or Services known to

you. If you choose to register for the Services, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Services' registration form or one of our tools or forms that appears on a third-party website, mobile site, or application. Registration data, information that you enter into our tools or forms, and certain other information about you are governed by our Privacy Policy.

Feedback:

We may also provide you opportunities to review our Services with comments, suggestions, survey answers, questions, through third-party review websites and other feedback regarding our Services. These communications may be provided to you via email, social media, surveys, or similar means. By submitting and providing your Feedback you consent to its use in any manner and for any purpose to optimize, improve, promote or market our Services in accordance with our Privacy Policy. Any dealings you have with third parties are between you and the third party and their privacy policy and terms.

If you are given an opportunity to submit free-form responses, you agree to provide relevant and responsible responses; refrain from including any sensitive information of any kind (e.g., credit card or bank account information). You further agree that any information or materials that you, or individuals acting on your behalf, provide will not be considered confidential or proprietary and that EVVO Financial, Inc. or its affiliates cannot and will not be held responsible to protect such data if you were to include it in your responses.

INTELLECTUAL PROPERTY RIGHTS

Service Content, Software and Trademarks:

You acknowledge and agree that the Services may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by EVVO Financial, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally submit or upload to the Services. You

may not remove or alter any proprietary notices or marks on the Services or any portion thereof. In connection with your use of the Services you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Services or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith is the property of EVVO Financial, our affiliates and our financial providers (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by EVVO Financial.

EVVO Financial Financials' name and logos are trademarks and service marks of EVVO Financial (collectively the "EVVO Financial Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to EVVO Financial. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of EVVO Financial Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of the EVVO Financial Trademarks will inure to our exclusive benefit.

Third-Party Material:

Under no circumstances will EVVO Financial be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that EVVO Financial does not pre-screen content from third parties, but that EVVO Financial and our designees will have the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, EVVO Financial and our designees will have the right to remove any content that violates these Terms of Service or is deemed by EVVO Financial, in our sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content Transmitted Through the Service:

With respect to the content or other materials you submit or upload to the Services (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyright and rights of publicity contained therein. By uploading any User Content, you hereby grant and will grant EVVO Financial and our affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services ("Submissions") provided by you to EVVO Financial are non-confidential and EVVO Financial will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that EVVO Financial may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property or personal safety of EVVO Financial, our users and the public. You understand that the technical processing and transmission of the Services, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You acknowledge, agree and authorize that (a) your information may be sent to financial providers on your behalf, (b) your information may be used in order to make sure you are who you say you are, and to determine how much debt you currently have in order to determine your debt-to-income ratio, (c) such financial providers may obtain consumer reports and related information about you from one or more consumer reporting agencies, such as TransUnion, Experian and Equifax, and (d) your information may be used to make prequalification and other credit or insurance decisions.

Third Party Websites:

The Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. EVVO Financial has no control over and is not responsible for such sites and resources, and links to such sites and resources do not indicate EVVO Financial 's endorsement of or affiliation with such sites and resources. You further acknowledge and agree that EVVO Financial will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that EVVO Financial is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release:

You agree to release, indemnify and hold EVVO Financial and our affiliates and our and their officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.