

EVOLVE.AI: Terms and Conditions

Effective Date: October 14, 2025

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IMPORTANT NOTICE: PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE EVOLVE.AI MOBILE APPLICATION ("APP" OR "SERVICE"), YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH THE OWNERS AND OPERATORS OF THE APP ("WE," "US," OR "OUR"). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST IMMEDIATELY CEASE ALL USE OF THE SERVICE AND DELETE THE APP FROM YOUR DEVICE.

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1. Acceptance of Terms

- 1.1. These Terms constitute a legally binding agreement between you ("User," "you," or "your") and the owners and operators of the EVOLVE.AI regarding your use of the App and all related services, features, and content.
- 1.2. By using the Service, you affirm that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference.

2. Incorporation of Platform Terms

- 2.1. The Service is available through third-party platforms such as the Apple App Store and Google Play Store ("Platforms"). Your use of the Service is also subject to the applicable terms

of service of these Platforms (the "Platform Terms"). In the event of a conflict between these Terms and any Platform Terms, the Platform Terms shall control.

2.2. You acknowledge and agree that Apple, Inc. and Google LLC are third-party beneficiaries of these Terms and, upon your acceptance, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. We are solely responsible for the App and its content.

3. Service Description

3.1. The EVOLVE.AI is a FREE SERVICE provided on an "AS-IS" and "AS-AVAILABLE" basis. It offers AI-powered educational content, courses, quizzes, and community features for informational purposes only.

3.2. We do not guarantee the accuracy, completeness, or usefulness of any information on the Service and assume no responsibility for any errors or omissions. The Service may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability.

4. User Eligibility

4.1. The Service is intended for users who are at least thirteen (13) years of age or older. By using the Service, you represent and warrant that you meet this age requirement. If you are between the ages of 13 and 18 (or the age of legal majority in your jurisdiction), you may only use the Service under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

5. User Registration

5.1. To access certain features of the Service, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process.

5.2. You are solely responsible for safeguarding your account password and for all activities that occur under your account. You must notify us immediately of any unauthorized use of your account.

6. User Content and Feedback

6.1. You retain ownership of any content you submit, post, or display on or through the Service ("User Content").

6.2. By submitting User Content, you grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce, modify, distribute, display, and perform the User Content in connection with operating and providing the Service.

7. Prohibited Conduct

7.1. You agree not to engage in any of the following prohibited activities:

- a. Using the Service for any illegal purpose or in violation of any local, state, national, or international law.
- b. Violating or encouraging others to violate the rights of third parties, including intellectual

property rights.

c. Posting, uploading, or distributing any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate.

d. Interfering with security-related features of the Service, including disabling or circumventing features that prevent or limit use or copying of any content.

e. Reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code of any portion of the Service.

f. Impersonating any person or entity, or falsely stating or misrepresenting your affiliation with a person or entity.

8. Intellectual Property

8.1. All rights, title, and interest in and to the Service, including all of its content, features, and functionality (but excluding User Content), are and will remain our exclusive property and that of our licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries.

9. Limitation of Liability

9.1. AS THE SERVICE IS PROVIDED FREE OF CHARGE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE (OR OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE.

9.2. OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO AND SHALL NOT EXCEED ZERO DOLLARS (US \$0.00).

10. Disclaimer of Warranties

10.1. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND.

10.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. Class Action Waiver

11.1. YOU AND WE AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR WE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, OR IN ANY PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES

TO ACT IN A REPRESENTATIVE CAPACITY.

12. Indemnification

12.1. You agree to defend, indemnify, and hold us harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms; or (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right.

13. Termination

13.1. We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms.

13.2. Upon termination, your right to use the Service will immediately cease. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

14. Governing Law and Dispute Resolution

14.1. Governing Law: These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

14.2. Arbitration: Any dispute, claim, or controversy arising out of or relating to these Terms shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Berea, Kentucky. YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

15. Severability

15.1. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

16. Changes to Terms

16.1. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will provide notice of material changes by posting the updated Terms in the App. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms.

17. Entire Agreement

17.1. These Terms and our Privacy Policy constitute the entire and exclusive understanding and agreement between you and us regarding your use of the Service, and these Terms supersede and replace any and all prior oral or written understandings or agreements.

18. Community Guidelines

18.1. User-Regulated Moderation: The Service includes community features that rely on a user-regulated content moderation system. We empower our users to maintain a positive and safe learning environment by reporting content that violates our guidelines.

18.2. Reporting and Thresholds: Users may report content for reasons including, but not limited to, spam, harassment, hate speech, misinformation, or copyright infringement. Content that reaches a certain number of reports ("thresholds") will be automatically flagged for review.

18.3. Prohibited Content: A detailed list of prohibited content is available within our Privacy Policy and Community Guidelines sections of the App. Posting such content may result in its removal and suspension or termination of your account.

19. Contact Information

19.1. For any questions, concerns, or inquiries regarding these Terms, please contact us at:

App Name: EVOLVE.AI

Support Email: evolve.ai@outlook.com

Address: Durham, North Carolina, United States