

## Evolve's Terms and Conditions

BEFORE USING ANY SERVICES, PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS. BY ACCESSING, BROWSING AND/OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL THE TERMS, CONDITIONS, CONSENTS AND DISCLOSURES SET FORTH IN THE TERMS AND CONDITIONS AND THE APPLICABLE GUIDELINES SET FORTH ON THE WEBSITES FOR ANY MOBILE APPS YOU DOWNLOAD. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AND THE APPLICABLE GUIDELINES, THEN PLEASE CEASE USING THE SERVICES IMMEDIATELY. IF YOU ARE ENTERING INTO THIS TERMS AND CONDITIONS ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY.

The Evolve website (the "Website"), all other products and services, including the Evolve mobile app (the "Application"), and all content offered as part thereof, are collectively referred to herein as the "Services" and are offered to you by Evolve LLC, a Zambian corporation ("Company", "we", "us", "our"). Subscribers, account holders, customers, users, and others who download, access, use, purchase and/or subscribe to the Services ("you") agree to these terms and conditions (the "Terms and Conditions"). These Terms and Conditions govern your use of the Services and are a condition to your use of the Services.

By using this site, you agree to the terms and conditions presented here. If you do not agree to these Terms and Conditions, you may not use this website.

Please note that we do reserve the right to change any of these terms and conditions at any time, without notice to you. We encourage you to check back here periodically to ensure that you remain informed on the specifics of these terms and conditions.

These Terms and Conditions include:

- Your acknowledgment and agreement that you are healthy enough to perform strenuous exercise and follow a general nutrition plan and that you have consulted with a physician before using the Services (Section 1).
- Your agreement that the Services are provided "as is" and without warranty (Section 13).
- Your agreement that Company has no liability regarding the Services (Section 14).
- Your consent that you and Company have the right to compel arbitration (Section 17).

### 1. Age requirement

BY USING THE SERVICES, YOU AGREE THAT YOU ARE OF AT LEAST 18 YEARS OF AGE, OR USING THE SERVICES UNDER A PARENT OR GUARDIAN'S SUPERVISION, AND ARE LEGALLY ABLE TO ENTER INTO A CONTRACT. IF YOU ARE UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THIS TERMS AND CONDITIONS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THIS TERMS AND CONDITIONS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THIS TERMS AND CONDITIONS

ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THIS TERMS AND CONDITIONS FOR THE BENEFIT OF AN INDIVIDUAL UNDER THE AGE OF 18, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE SERVICES, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

By using this site, you agree that you are of at least 18 years of age or using this site under a parent or guardian's supervision, and are legally able to enter into a contract.

Users within the EU are only accepted if they have reached the age of 16. For young people who have not yet reached this minimum age, the agreement and consent to data processing must either be declared by the user's parent or guardian or done with the latter's approval.

## 2. Use of service; no medical advice

You understand that our Services are intended for use only by individuals healthy enough to perform exercise and follow a general nutrition plan and, may not be suitable or recommended to all individuals, including but not limited to, pregnant women or people who suffer from an underlying medical condition or who have special dietary needs. Furthermore, in becoming a user of the Services, you affirm that a physician has specifically approved your use of the Services, or that all of the following statements are true:

- no physician has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician;
- you have never felt chest pain when engaging in physical activity;
- you have not experienced chest pain when not engaged in physical activity at any time within the past month;
- you have never lost your balance because of dizziness and you have never lost consciousness;
- you do not have a bone or joint problem that could be made worse by a change in your physical activity;
- your physician is not currently prescribing drugs for your blood pressure or heart condition;
- you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems;
- you are not pregnant, breastfeeding or lactating;
- you do not have a condition of high-cholesterol, diabetes, obesity or arthritis; and
- you do not know of any other reason you should not exercise or follow a general nutrition plan.

BEFORE USING OUR SERVICES, YOU SHOULD CONSULT YOUR DOCTOR OR OTHER PROFESSIONAL HEALTHCARE PROVIDER. THE USE OF ANY INFORMATION OR PROGRAMS PROVIDED ON THE

SERVICES IS SOLELY AT YOUR OWN RISK. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR YOUR LOCAL EMERGENCY SERVICE IMMEDIATELY.

IF AT ANYTIME DURING YOUR EXERCISE WORKOUT YOU DO NOT FEEL WELL, MAKE SURE YOU STOP IMMEDIATELY AND SEEK MEDICAL ADVICE OF A MEDICAL PROFESSIONAL IF REQUIRED.

THE CONTENT AVAILABLE VIA THE SERVICES IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER THE COMPANY NOR ITS AFFILIATES OR USERS ARE ENGAGED IN RENDERING MEDICAL, COUNSELING, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE. SUCH CONTENT IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. NOTHING STATED OR POSTED ON THIS SITE OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE.

OUR RECOMMENDED WORKOUT PLANS, EXERCISES, NUTRITION PLANS, BMI CALCULATOR AND INFORMATION CONTAINED IN OUR FITNESS/HEALTH BLOG, EVEN IF THEY ARE TAILORED TO INDIVIDUAL USERS, SHOULD NOT BE MISCONSTRUED AS MEDICAL ADVICE, DIAGNOSES OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT.

Neither the Company nor any of its trainers or Affiliates will be liable for any physical or mental injury or illness that may result, whether directly or indirectly, from any of our recommended workout plans or exercises or nutrition plans or BMI calculator or information from our fitness/health blog. While we may provide guidelines such as written descriptions, pictures, or videos describing how to perform specific exercises or activities, you assume sole responsibility for performing those exercises or activities with proper form, as risk of injury or illness increases with improper form. We encourage you to seek multiple sources of information regarding how to perform each exercise correctly and to consider consulting with a qualified coach, instructor, personal trainer, or physical therapist, especially if you are new to any of the forms of training or activity you seek to perform.

### 3. Modification of Terms and Conditions and/or services

The Company reserves the right, in its sole discretion, to modify, discontinue or terminate the Services or to modify this Terms and Conditions at any time and without prior notice. If the Company amends this Terms and Conditions, it will update this posting on the Website and specify the effective date of the new version of the Terms and Conditions. Your continued use of the Services following the posting of a new version of the Terms and Conditions shall constitute your acceptance of any such amendments. Accordingly, you should check to see if a new version of the Terms and Conditions has been posted each time you use the Services. If the amended Terms and Conditions are not acceptable to you, your only recourse is to cease using the Services.

### 4. Privacy

Please refer to the Privacy Policy available on our website [www.evolvefitnessapp.com](http://www.evolvefitnessapp.com) for information and notices about how the Company collects, uses and shares your personally identifiable information in connection with the Services. You hereby agree to be bound by Company's Privacy Policy.

## 5. Your account

In order to use certain features of the Services, you may have to register and create an account with Evolve. You are responsible for maintaining the confidentiality of any passwords associated with your Evolve account, you agree to monitor all activity under the account and you assume full responsibility for all activities that occur under your account (except as to security breaches caused by the Company). The Company reserves the right to suspend or terminate your account at any time and shall incur no liability for such suspension or termination.

Evolve offers pro subscriptions that grant you access to additional features like additional workouts and customized meal plans. If you choose to become a Pro Account member, you must designate and provide information about your preferred payment method (e.g., credit card, online payment service or any other payment method made available by us). You will immediately be charged for your pro subscription fees after your Pro Account status has been activated; provided that no charges will be made or incurred during any applicable free trial period (as described in Section 5). You agree to pay all subscription fees and other charges incurred in connection with your username and password for your Evolve account.

By accessing the Services using your Facebook credentials or any other third-party services, you permit us to access certain information from your profile on Facebook or any other such third-party services for use by the Services. You may be able to control the amount of information that is accessible to us by adjusting your account privacy settings on Facebook or any other such third-party services. By using the Services, you are authorizing us to collect, store, retain, and use indefinitely, in accordance with our Privacy Policy, any and all information that you permitted Facebook or any other such third party services to provide to us.

## 6. Ownership and intellectual property rights of the Company

The Services are owned by the Company and are protected by copyright, trademark, and other laws of Zamabia and foreign countries. Except as expressly provided in the Terms and Conditions, the Company, and its licensors exclusively own or control all right, title, and interest in and to the Services, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices incorporated in or accompanying the Services.

All trademarks, service marks, logos, trade names, and designs, whether registered or unregistered, used in connection with the Services are owned by the Company or its third-party licensors. You may not use or display any such trademarks, service marks, logos, trade names, or designs owned by the Company or its third-party licensors without the appropriate owner's prior written consent.

## 7. License to use content

A variety of information, advice, recommendations, letters, messages, comments, posts, text, graphics, software, music, sound, photographs, videos, data, and other materials ("Content") is available through the Services. Some of the Content is provided by the Company or its affiliates, and other Content is provided by persons who use the Services ("Users"), such as Users' opinions and views provided via posts to chat rooms, blogs, bulletin boards, profile pages, messaging services, discussion forums, and more.

The Company grants you a nonexclusive, non-transferable, revocable, limited license to view, download, copy and print Content retrieved from the Services only for your personal, non-

commercial use, provided that you do not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on or in connection with the Content. You may not use any Content available via the Services in any other manner or for any other purpose without the prior written permission of the Company. All rights not expressly granted in this Terms and Conditions are expressly reserved for the Company.

While we strive to keep the Content accurate, complete, and up-to-date, we cannot and does not guarantee, and are not responsible for, the accuracy, completeness, or timeliness of any Content, whether provided by us or our affiliates or by Users. The Company does not have any obligation to pre-screen, edit, or remove any Content provided by Users that is posted on or available through the Services. Any opinions, advice, statements or other information expressed or made available by Users or third parties, including but not limited to bloggers, are those of the respective User or other third party and not of the Company. We do not endorse and are not responsible for the accuracy or reliability of any opinion, advice or statement made on the Services.

## 8. License to use services

As between you and the Company, the Company shall own all title, ownership rights, and intellectual property rights in and to the Services, and any copies or portions thereof. Subject to your compliance with the Terms and Conditions, the Company grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to use the Website and to download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Android app stores ("App Store"). You acknowledge that the Terms and Conditions are between you and the Company and not with the App Store or owner thereof. The Company, not the App Store or owner thereof, is solely responsible for the Services, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). I

In the event of any failure of the Application to conform to any applicable warranty, you may notify the owner of the App Store, and the owner of the App Store may refund the purchase price for the Application to you and to the maximum extent permitted by applicable law, the owner of the App Store will have no other warranty obligation whatsoever with respect to the Application. As between Company and the owner of the App Store, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

In order to use the Application, you agree to pay all fees associated with such access, as applicable. You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Services, including the Application. You acknowledge that the App Store or owner thereof (and its subsidiaries) are third-party beneficiaries of the Terms and Conditions and will have the right to enforce them.

## 9. Restrictions on use of services

Your use of the Services and the related licenses granted hereunder are conditioned upon you not doing any of the following in connection with using the Services:

- Posting, uploading, publishing, submitting or transmitting any information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances (including but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances).
- Accessing, tampering with, or using non-public areas of the Website, the Company's computer systems, or the technical delivery systems of the Company's providers; Attempting to probe, scan, or test the vulnerability of any Company system or network or breaching any security or authentication measures;
- Avoiding, bypassing, removing, deactivating, impairing, descrambling or otherwise circumventing any technological measure implemented by the Company or its providers or any other third party (including another user) to protect the Services;
- Attempting to access or search the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than tools that access or search the Services through software and/or search agents provided by the Company or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari or Opera);
- Sending any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Using any meta tags or other hidden text or metadata utilizing a Company trademark, logo, URL or product name;
- Using the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by the Terms and Conditions;
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive or false source-identifying information;
- Attempting to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfering with, or attempting to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

- Collecting or storing any personally identifiable information from the Services from other users of the Services without their express prior permission;
- Impersonating or misrepresenting your affiliation with any person or entity;
- Violating any applicable law or regulation;
- Contacting anyone who has asked not to be contacted, or making unsolicited contact with anyone for any commercial purpose;
- “Stalking” or otherwise harassing anyone;
- Collecting personal data about other users for commercial or unlawful purposes;
- Posting false or irrelevant content, or repeatedly posting the same or similar content;

We have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Services security issues, to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate the Terms and Conditions. You acknowledge that the Company has no obligation to monitor your access to or use of the Services or to review or edit any Content, but has the right to do so for the purpose of operating the Services, to ensure your compliance with the Terms and Conditions, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any time and without prior notice, to remove or disable access to any content that we, in our sole discretion, consider to be in violation of the Terms and Conditions or otherwise harmful to the Services.

## 10. User-submitted content

You are responsible for all Content that you submit, post, or otherwise make available to or through the Services (“User Content”). By doing so, you represent and warrant to the Company that your User Content is not subject to any confidentiality obligation to any third party and that you have all necessary permission to submit, post and otherwise make available such User Content.

We make no claims to ownership of User Content that you submit, post or otherwise make available to or through the Services and you shall continue to retain all ownership rights in your User Content and the right to use your User Content as you see fit. However, you hereby grant to the Company and its affiliates a worldwide, nonexclusive, perpetual, transferable, fully sub-licensable, royalty-free right and license to: post or otherwise make available in public areas of the Services (e.g. not intended as a private communication), use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such User Content (in whole or part) worldwide via the Services or otherwise, and/or to incorporate it in other works in any form, media, or technology now known or later developed; and with respect to photos, graphics, audio, video or journals that you submit, post or otherwise make available in public areas of the Service, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such User Content for the purpose for which such User Content was submitted, posted or made available. We reserve the right to remove User Content or edit it in any way.

## 11. Third party sites / links / ads

Your dealings with advertisers or other third parties found on or accessible through the Services are solely between you and such third party. These dealings include, but are not limited to, your participation in promotions, the payment for and delivery of items if any, and any terms, conditions, warranties, or representations associated with such dealings. Third party links are provided solely as a convenience to you and should not be construed as an endorsement by the Company of content, items, or services provided on such third-party sites. You shall access and use such third-party sites, including the content, items, or services on those sites, solely at your own risk.

The Company does not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties, and you agree that the Company will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of links or ads of such third parties on the Services.

If there is a dispute between you and any such third party, you understand and agree that the Company shall be under no obligation to become involved. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANY SUCH THIRD PARTY, YOU HEREBY RELEASE THE COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS IN RIGHTS FROM ALL CLAIMS, DEMANDS AND DAMAGES (DIRECT AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR THE SERVICES. If you're a California resident, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, AND/OR ANY SIMILAR PROVISION OF THE LAW OF ANY OTHER JURISDICTION, 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."

## 12. Disclaimer of warranties

You agree that the use of the services is entirely at your own risk. The services are provided on an "as is" and "as available" basis.

The company expressly disclaims all warranties of any kind, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, and non-infringement. The company does not make any warranty that the services will meet your requirements, or that access to the services will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected. The company makes no warranties as to the results that may be obtained from the use of the services or as to the accuracy, quality, or reliability of any information obtained through the services. The company disclaims any warranties for other services or goods received through or advertised on the services or accessed through any links on the services. The company disclaims any warranties for viruses or other harmful components in connection with the services. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

## 13. Limitations of liability

Under no circumstances shall the company or any of its affiliated entities be liable for any damages resulting directly or indirectly from any aspect of your use of the website, content or services.



You must evaluate, and agree to bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of the services. You specifically acknowledge that the company and its affiliates are not liable for the defamatory, offensive or illegal conduct of users or third parties.

Additionally, in no event will the company or its any of its affiliated entities be liable for any special, indirect, incidental, punitive, or consequential damages, including, without limitation, any loss of use, loss of profits, loss of data, cost of procurement of substitute products or services, or any other such damages, howsoever caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise resulting from:

- (1) the use of, or the inability to use the services;
- (2) the cost of procurement of substitute services, items, or website;
- (3) unauthorized access to or alteration of your transmissions or data;
- (4) the statements or conduct of any third party on the services; or
- (5) any other matter relating to the services.

These limitations will apply whether or not the company has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.

You acknowledge and understand that the disclaimers, exclusions and limitations of liability set forth herein form an essential basis of the agreement between you and the company and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Terms and Conditions and your access to the websites and services would be substantially different.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

#### **14. Indemnification**

You agree to indemnify and hold harmless the Company, its directors, officers, employees, agents, and affiliates, from and against any and all liability, damages, losses, claims, expenses of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to (1) your breach of the Terms and Conditions; (2) the User Content you submit, post, or transmit through the Services; or (3) your use of the Services.

#### **15. Termination and survival**

Either party may terminate the Terms and Conditions for any or no cause, at any time. After termination, you agree that you shall no longer access or utilize the Services. The provisions of this Terms and Conditions which by their intent or meaning are intended to survive such termination, including without limitation the provisions relating to disclaimer of warranties, limitations of liability, indemnification and dispute resolution shall survive the any termination of this Terms and Conditions and any termination of your use of or subscription to the Services and shall continue to apply indefinitely.

## 16. Severability

If any provision of the Terms and Conditions is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Terms and Conditions shall continue in full force and effect.

## 17. Dispute resolution

You and Company agree to resolve any disputes between us in accordance with this Section 17. If you believe that Company has not adhered to the Terms and Conditions or you have any dispute with Company, please contact Company using the contact information provided below. We will do our best to address your concerns and we will attempt to resolve any disputes with you amicably.

Except as provided herein, you and Company agree that we will resolve any disputes between us that we cannot resolve as provided above through binding and final arbitration instead of through court proceedings. All such controversies, claims, counterclaims, or other disputes arising between you and Company relating to the Websites, the Services or this Terms and Conditions (each a "Claim") shall be submitted for binding arbitration in accordance with the rules of the Zambia Association of Arbitrators ("ZAA"). If ZAA is not available to arbitrate, the parties shall agree to select an available alternative dispute resolution provider ("ADR Provider") and the rules of such provider shall govern all aspects of the arbitration. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, documents, or other evidence submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

For any claim where the total amount of the award sought is \$10,000 or less, the ZAA (or ADR Provider, if applicable), you and Company must abide by the following rules: (a) the arbitration will be conducted solely based on written submissions; and (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the ZAA (or ADR Provider, if applicable) rules, and the hearing (if any) will be held in the state of Lusaka.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you from seeking action by federal, state, or local government agencies. You and Company also have the right to bring qualifying claims in small claims court. In addition, you and Company retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this Terms and Conditions, nor a waiver of the right to have disputes submitted to arbitration as provided in this Terms and Conditions.

Neither you nor Company may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or Company's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section 17 shall continue in full force and effect. No waiver of any provision of this Section 17 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Terms and Conditions. This Section 17 will survive the termination of this Terms and Conditions or your relationship with Company.

#### **18. Applicable law and venue**

This Terms and Conditions and the resolution of any dispute related to this Terms and Conditions will be governed and interpreted by and under the laws of Zambia, without giving effect to any conflicts of laws principles that require the application of the law of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any dispute relating in any way to the Services or this Terms and Conditions will be adjudicated in any state or federal court in the state of Lusaka, Zambia.

#### **19. Contact information**

If you have any questions or concerns with respect to this Terms and Conditions or the Services, you may contact a representative of Evolve at [evolvelimitedzm@gmail.com](mailto:evolvelimitedzm@gmail.com)

Effective as of: 26<sup>th</sup> of August 2020