

Website Terms of Use

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BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH ANY PART OF THIS WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE'S FORMS, YOU AGREE, ON YOUR OWN BEHALF PERSONALLY, AND ON BEHALF OF ANY ENTITY FOR WHICH YOU ARE AN AGENT OR YOU APPEAR TO REPRESENT, THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE.

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TERMS OF USE

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In addition, you may not use Everfast’s website in any manner which could disable, overburden, damage, or impair the website or interfere with any other party’s use and enjoyment of the website. You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the website. You may not use scrapers, bots, spiders, or other automated tools to collect or index the content of the website without Everfast’s express prior written permission. You may not attempt to probe, scan or test the vulnerability of the website or any system to which it is connected or attempt to breach any security measures.

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You warrant and represent that you own or otherwise control all of the rights to any Submission including, without limitation, all the rights necessary for you to provide, post,

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All of the information in this website, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this website, and Everfast does not undertake any obligation to update such information after it is posted or to remove such information from this website if it is not, or is no longer accurate or complete.

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SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SO THE FULL SCOPE OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LIMITATIONS OF LIABILITY RELATED TO PRODUCTS AND SERVICES PURCHASED FROM EVERFAST ARE SET FORTH IN THEIR RESPECTIVE TERMS AND POLICIES.

Any cause of action against Everfast, its Affiliates, licensors, service providers, content providers, employees, agents, officers, and directors with respect to the website or its Content must be instituted within one year from the date on which the claim arose.

ADDITIONAL GOVERNING TERMS AND CONDITIONS.

The website may contain additional disclosures, terms, and conditions including, without limitation, terms and policies regarding Internet, digital TV, phone, long distance, and wholesale/carrier services, that are separate from this Agreement and the website's privacy policy. This Agreement does not supersede any applicable terms or policies regarding e-billing, payment, online accounts, or Everfast products and services sold or paid for through the website. Wherever the website or other forums present additional terms and conditions, disclosures, or other agreements, you are also bound by those additional terms and, where in specific conflict with the terms and conditions of this Agreement, those additional terms will control over the terms in this Agreement.

TERMINATION OR RESTRICTION OF ACCESS

Everfast reserves the right, in its sole discretion, to terminate your access to any or all of Everfast's websites or any portion thereof at any time, without notice.

INDEMNITY

You will indemnify and hold Everfast, its Affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of this Agreement by you, including any use of Content other than as expressly authorized in this Agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties in relation to your breach. You will also indemnify, including any all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties, and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your breach of this Agreement or use of the website and its Content.

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SECURITY

Any passwords or other login credentials used for this website including, without limitation, any customer login portals are for individual use only. You will be responsible for the security of your password or other login credentials (if any) and any actions taken by you or anyone using your password or other login credentials. Everfast will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Everfast considers insecure, Everfast will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become

involved in any violation of system security, Everfast reserves the right to release your details to system administrators at other websites and law enforcement authorities to assist them in investigating, resolving, and prosecuting laws relating to security incidents. Everfast reserves the right to investigate suspected violations of this Agreement.

Everfast reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Everfast to disclose the identity of anyone using the website, or publishing or otherwise making available or using any materials that are believed to violate this Agreement. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS EVERFAST AND ITS AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY EVERFAST OR ITS AFFILIATES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER EVERFAST, ITS AFFILIATES, OR LAW ENFORCEMENT AUTHORITIES.

MISCELLANEOUS

The laws of the State of Kansas apply to this Agreement, without regard to any conflict of laws provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods, and the Uniform Computer Information Transactions Act, and any implementations thereof in various jurisdictions and any subsequent revisions thereto, do not apply to this Agreement. Any controversy or claim arising out of or relating to this Agreement or your use of the website or the Content (a "Dispute") must be brought solely in the state or federal courts located in Kansas and you hereby irrevocably consent to exclusive jurisdiction of those courts. You further acknowledge that Everfast may seek equitable remedies against you such as a preliminary or permanent injunction and that Everfast's rights in its reputation and intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, damage, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, will be modified by the court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as reflected by the original wording, and will not affect the validity and enforceability of any remaining provisions.

No waiver by Everfast of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

No rights, duties, agreements or obligations hereunder may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Everfast.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Everfast because of this agreement or use of the website.

Except as set forth in this Agreement, this Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and Everfast with respect to the website or the Content.

CHANGES TO OUR TERMS

Everfast may revise this Agreement at any time by updating this posting. It is our policy to post any changes we make to this Agreement on this page. The date the Agreement was last revised is identified below. You are responsible for periodically visiting the Site and the Agreement to check for any changes.

Last Modified: June 4, 2024