

Site Terms of Use

You are currently viewing a page of the EvolveCellular.com web site or a related web site (the "Site") belonging to Evolve Cellular, Inc. dba Evolve Broadband or one of its subsidiaries ("Evolve Cellular"). This Site and any of the services provided by Evolve Cellular in connection with this Site (the "Services") are being provided to you expressly subject to these terms of Use ("Terms of Use"), which govern your use of the Site. Please read these Terms of Use in detail. By accessing and using this Site, you agree to be bound by these Terms of Use. The Site is intended for individuals who are at least 13 years old. If you are under the age of 13 years old, you should not be visiting this Site.

"Services" under these Terms of Use include financial services for consumers and businesses and business services offered to you directly by Evolve Cellular, and additional services available to you from independent third party service providers accessed through navigation from the Site.

Copyrights/Trademarks/Restrictions on Use

All of the pages and screens on the Site are owned and controlled by Evolve Cellular, except as otherwise expressly stated, and are protected by U.S. copyright laws and international treaties. The copyrighted materials on the Site include, but are not limited to, the text, design, software, images, graphics, source code, Evolve Cellular logo and the content on the Site. You are authorized to view the information available on the Site for your informational purposes only. You may download copyrighted materials for your personal or internal business purposes only. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. You may not copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of or republish all or any portion of the Site for any commercial or public purpose without Evolve Cellular's prior written consent. Other featured words used on the Site to identify the source of goods and services are trademarks and service marks owned by Evolve Cellular or owned by third parties. You may not use, copy, display, distribute, modify or reproduce any of the trademarks found on the Site except as authorized in this paragraph. You may not use any of the Evolve Cellular trademarks as a link to the Site except pursuant to a written trademark license agreement.

The Site may contain links to web sites controlled or offered by third parties (non-affiliates of Evolve Cellular). Evolve Cellular hereby disclaims liability for any other company's web site content, products, privacy policies, or security. In the event you choose to use the services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. In addition, any advice, opinions, or recommendations provided by the linked site providers are those of the providers and not of Evolve Cellular. Your participation in any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you the linked site provider.

Registration Information

You may be invited to register at the Site to help us tailor the Services for your personal or business needs and to alert you to other products and services for you and/or your business. In registering for the Services, you agree to provide accurate, true, current, and complete information about you and/or your business as requested by the registration screens. As a convenience to you, a profile for you and/or your business may be created based on the registration information that you provide. This profile and any registration information you provide will be protected as described in our Privacy Policy.

Disclaimer

THE SERVICES ARE OFFERED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND-WHETHER EXPRESS, IMPLIED OR STATUTORY-INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

YOU ACKNOWLEDGE THAT NEITHER EVOLVE CELLULAR, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE SITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICES AND THE SITE. EVOLVE CELLULAR DOES NOT ENDORSE PRODUCTS OR SERVICES APPEARING ON LINKED SITES OR PURCHASED VIA LINKED SITES. (THIS DOES NOT AFFECT ANY MANUFACTURER'S WARRANTIES THAT THE PROVIDERS OF THE LINKED SITES OTHERWISE OFFER.)

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT EVOLVE CELLULAR IS NOT RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE SERVICES OR THE SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EVOLVE CELLULAR WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE OF THE SERVICES, THE SITE, ANY ON-LINE SERVICES OR INTERNET BROWSER SOFTWARE, INCLUDING LIABILITY ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM.

General

Evolve Cellular reserves the right to modify these Terms of Use at any time without notice, but the most current version of the Terms of Use will always be available to you by clicking on the "Legal" link at the bottom of the Site. If you find the Terms of Use unacceptable at any time, you may discontinue your use of the Services. By continuing to use the Services after the date of any change to these Terms of Use, including accessing the Site, you agree to be bound by the rules contained in the most recent version of this agreement.

You agree and understand that effective use of the Site will require your browser to use software plug-ins and modules, including without limitation JavaScript, in order to correctly display content and utilize features on the Site.

If you are enrolled to use Evolve Cellular's web portal (when made available):

- your use of the Services will be governed by our Online Access Agreement, which incorporates these Terms of Use by reference, and
- if there is a conflict between these Terms of Use and the Online Access Agreement, the Online Access Agreement controls.

Evolve Cellular reserves the right to modify or terminate the Services and the Site or to terminate your access to the Services and Site, in whole or in part, at any time. These Terms of Use constitute a contract between you and Evolve Cellular governed by the laws of Texas, with the exception of its conflicts of laws provisions.

Privacy

We understand the need to safeguard your information and records from unauthorized use and disclosure. Please see our privacy policy posted on our web site at EvolveCellular.com.

Online Chat Service

At any time and in connection with any product or service that Evolve Cellular selects at our sole discretion, Evolve Cellular may make an interactive online chat ("Chat") service available to you. Evolve Cellular makes no warranty that Chat service will be available at any particular time or be free of fault or error. If you are under the age of 13 years old, you should not be visiting this Site, but if you do visit the Site and are invited to use the Chat service, you must not agree to use the Chat service and you must exit the Site.

The Chat service, if made available, is provided as a convenience to facilitate your understanding of Evolve Cellular's products, services, and/or online applications (if made available) related to those products or services. Our Chat service agents will try to provide you with accurate and current information based on your question or need. Nothing we communicate in the Chat service will be considered a legal agreement, representation, or warranty as to our products, services, processes, decisions, or response times. Providing or participating in the Chat service does not constitute consent by you or us to use electronic records and signatures as a substitute for written documents.

You will not use the Chat service to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Chat service session.

Indemnification

You agree to defend, indemnify and hold harmless Evolve Cellular, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your violation of these Terms of Use or misuse of the Service or this Site, including such violation or misuses conducted by your employee or agent, if applicable.