

Terms of Use Agreement

1. Introduction

Welcome to the Evismart website, mobile applications ("Apps"), and associated services (collectively, the "Platform"), formerly known as Evident. The rebranding is part of our ongoing efforts to improve our services and better serve our users. Any references to Evident in prior communications or materials should now be understood as referring to Evismart. Evismart is a brand owned and operated by Evident Inc.

These Terms of Use (the "Terms") govern your access to and use of the Platform and the services offered herein (the "Services"). By accessing or using the Platform and Services, you agree to comply with and be bound by these Terms. If you do not agree, you must discontinue use of the Platform and Services immediately.

This Agreement is governed by applicable laws, including but not limited to the **General Data Protection Regulation (GDPR)**, **Canada's Personal Information Protection and Electronic Documents Act (PIPEDA)**, the **California Consumer Privacy Act (CCPA)**, the **Australian Privacy Act**, and other relevant data privacy laws.

2. Purpose and Updates

2.1 Purpose

These Terms govern access to and use of the Platform, including mobile and web applications provided by Evident Inc. ("Evident," "we," or "our"). They outline the rights, obligations, and necessary conditions for using Evident's software-as-a-service (SaaS) solutions, including Laboratory Management Systems ("LMS") and other digital tools.

2.2 Updates

Evident reserves the right to modify these Terms at any time to reflect changes in business practices or legal requirements. Notifications of updates will be provided through one or more of the following methods:

- Posting on the Website;
- Notification via email;
- Notification via text message (SMS); and
- Notifications within the mobile or web application (e.g., push notifications, banners, or alerts).

Unless otherwise specified, changes take effect immediately upon posting or notification. Continued use of the Services constitutes your acceptance of the revised Terms. If you disagree with the updates, you may terminate your account.

3. Membership and Accounts

3.1 Eligibility

The Services are intended for individuals and entities with legal capacity to enter into binding agreements under applicable laws. Minors are prohibited from using the Services. Evident reserves the right to accept or reject applications for membership.

3.2 Account Creation

To access the Services, you must create an account (the "Account") and provide accurate and current information. You are responsible for maintaining the confidentiality of your login credentials and for all activities conducted through your Account. Sharing account credentials is prohibited. Evident is not liable for unauthorized use of your Account.

3.3 Account Types

Evident offers free and paid membership options. Upgrading or downgrading between memberships may affect access to features and services.

3.4 Payment Terms

Payment terms for paid memberships, including taxes and fees, are outlined at the point of purchase.

Payments for Services must be made via credit card. Any alternative payment methods require the express consent and discretion of Evident. You agree to provide accurate and current payment information and authorize Evident to charge the specified amount to your credit card for the Services.

Failure to comply with payment obligations may result in account suspension or termination. Refunds for payments made are not available under any circumstances.

4. Use of Services

4.1 Permitted Use

You are granted a limited, non-exclusive, and non-transferable license to access and use the Services in accordance with these Terms. The Services may only be used for lawful purposes consistent with their intended functionality.

4.2 Restrictions

You agree not to:

- Use the Services for unlawful activities or in violation of applicable laws.
- Impersonate others or misrepresent your affiliation with any person or entity.

- Engage in activities that harm the integrity or security of the Services, including introducing viruses or malicious code.
- Collect and share with Evident, Inc. personal or health information without proper consent.
- Access or attempt to access the Services through unauthorized means.
- Manipulate or interfere with the app's user interface, backend systems, or functionality.

Evident may suspend or terminate access to the Services for violations of these Terms or activities that compromise the security or functionality of the Services.

5. Intellectual Property

Evident retains all intellectual property rights in and to the Platform, Services, and associated content, including but not limited to graphics, software, APIs, and documentation. You may not reproduce, modify, distribute, or create derivative works from any part of the Services without prior written consent.

6. Content and Data

6.1 User Content

You retain ownership of any content you upload or submit through the Services ("User Content"). By submitting User Content, you grant Evident a non-exclusive, royalty-free license to use, store, process, and analyze the content, including for machine learning purposes, solely to improve the Services. You are responsible for ensuring that your User Content complies with applicable laws and does not infringe third-party rights.

6.2 Data Protection

Evident is committed to protecting personal data in compliance with GDPR, PIPEDA, and other applicable privacy laws. You are responsible for obtaining any necessary consents for personal data you provide. Please refer to our Privacy Policy for more information on data handling practices. You shall ensure that you have previously obtained, and continue to maintain, all necessary consents from patients and other data subjects for the collection, use, and processing of their personal data in accordance with applicable data privacy laws. This includes ensuring that such consents are informed, specific, and freely given, and that you have the right to provide such data to Evident

6.3 Marketing Communications

By creating an Account, you consent to receive marketing communications, promotional materials, and sales pitches from Evident via email or other communication methods. You may opt out of these communications at any time by following the unsubscribe instructions provided in the messages or contacting Evident directly.

7. Limitation of Liability

To the fullest extent permitted by law:

- Evident is not liable for indirect, incidental, or consequential damages arising from the use of the Services.
- Evident's aggregate liability for any claims arising from or related to the Services is limited to the greater of \$100 CAD or the amount paid by you for the Services in the preceding three (3) months.

8. Indemnification

You agree to indemnify and hold Evident free and harmless from any claims, damages, or liabilities arising from:

- Your breach of these Terms;
- Unauthorized use of the Services;
- Violations of applicable laws, including data privacy regulations.

9. Non-Solicitation

You will not solicit, offer work to, employ, or contract with, directly or indirectly, any of Evident's Personnel or the Personnel of Evident's Affiliates, during the provision of the Services and for a period of twenty-four (24) months after the conclusion of the Services. "Personnel" includes any individual Evident employs or has employed as a partner, employee or independent contractor. Any violation of this clause shall entitle Evident to seek injunctive relief, as well as any damages or losses incurred as a result of the breach. This is in addition to any other rights or remedies available under law or equity.

10. Termination

Evident reserves the right to suspend or terminate your access to the Services for any breach of these Terms. Upon termination, your license to use the Services ceases, and Evident may delete your Account and related data.

11. Governing Law and Jurisdiction

These Terms are governed by the laws of the Province of British Columbia, Canada. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts in Vancouver, British Columbia.

12. General Provisions

- **Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **Entire Agreement:** These Terms constitute the entire agreement between you and Evident regarding the use of the Services.
- **Force Majeure:** Evident is not liable for delays or failures due to causes beyond its reasonable control, including acts of nature, technical failures, or regulatory actions.
- **No Warranty:** Evident disclaims all warranties, express or implied, regarding the Services, including but not limited to their merchantability or fitness for a particular purpose. Evident does not guarantee that the Services will be error-free, uninterrupted, or meet your specific requirements.
- **Data Loss:** Evident is not responsible for any loss of data resulting from the use of the Services. Users are encouraged to back up their data independently.

13. Contact Us

For questions or concerns regarding these Terms or the Services, please contact us:

- **Email:** support@evidentdigital.com
- **Address:** 600-675 Hastings Street, Vancouver, BC, Canada