

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of <https://itevasolutions.com> (the "Site"). This Site is owned and operated by ITEva Solutions LLC. This Site is a business.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of ITEva Solutions LLC and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

**Limitation of Liability**

ITEva Solutions LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

**Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless ITEva Solutions LLC and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

**Applicable Law**

These Terms and Conditions are governed by the laws of the State of Florida.

**Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and ITEva Solutions LLC are unable to resolve any dispute through informal discussion, then you and ITEva Solutions LLC agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and ITEva Solutions LLC. The costs of any mediation will be shared equally between you and ITEva Solutions LLC.

Notwithstanding any other provision in these Terms and Conditions, you and ITEva Solutions LLC agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to

behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(866) 312-2655

mpeterson2@itevasolutions.com

8051 N. Tamiami Trail STE E6 Sarasota Florida 34243

You can also contact us through the feedback form available on our Site.

Effective Date: 26th day of February, 2025