

EVERGED, LLC TERMS OF USE

Effective Date: June 30, 2026

1. Contractual Relationship

These Terms of Use (the "Terms") govern your access to and use of eVerged electric vehicle charging stations and related equipment, pricing plans, billing services, our website located at <https://www.everged.com>, mobile applications, portals, RFID cards, payment-card access, vehicle-based authentication, customer support, and related offers, promotions, programs, and products (collectively, the "Services"). The Services are owned and operated by eVerged, LLC, together with its affiliates ("eVerged," "we," "us," or "our").

References to "you" or "your" mean you as a visitor, account holder, driver, guest user, customer, fleet user, commercial account user, site host contact, or other user of the Services, as applicable.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS INCLUDE AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER, LIMITATIONS OF LIABILITY, PAYMENT TERMS, IDLE AND OVERSTAY FEES, AND OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS.

By accessing or using the Services, creating an account, starting a charging session, tapping or presenting an RFID card, using a payment card or mobile payment method at a charger, clicking to accept these Terms, or otherwise using the Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, do not access or use the Services.

These Terms apply to consumer, guest, fleet, and commercial use of the Services unless a separately signed written agreement with eVerged expressly states that different terms apply. If there is a conflict between these Terms and a signed written agreement, the signed written agreement supersedes these Terms only for the subject matter covered by both agreements.

Updates to the Terms

We may amend these Terms from time to time. Updated Terms will be effective when posted to the website, mobile application, charger interface, or otherwise made available, except that material changes affecting fees, recurring charges, dispute resolution, or other material rights will apply prospectively unless applicable law permits otherwise. Where required by law, we will provide additional notice or obtain consent. Your continued use of the Services after the effective date of updated Terms constitutes acceptance of the revised Terms.

Privacy

Our collection, use, retention, and disclosure of personal information is governed by our Privacy Policy, including any state-specific privacy notices and any privacy choices made available through the website, mobile application, cookie preference tool, or customer support. The Privacy Policy is incorporated into these Terms by reference, but these Terms do not override privacy rights that cannot be waived under applicable law.

2. Accounts and Access Credentials

Registration and Eligibility

To access certain Services, you may need to create and maintain an active account ("Account"). Guest charging, payment-card charging, or other access methods may be available at certain public charging stations where required by law, site requirements, or eVerged policy. You must be at least 18 years old, or the age of majority in your jurisdiction, and legally eligible to use the Services.

You agree to provide accurate, current, and complete information, including a valid payment method when required, and to keep your Account information up to date. You represent that: (i) you are authorized to create the Account; (ii) you have not been previously suspended or terminated; and (iii) your use of the Services complies with applicable law. If you use the Services on behalf of an entity, fleet, employer, site host, or other organization, you represent that you have authority to bind that organization to these Terms.

Account Security

You are responsible for safeguarding your login credentials and for activity conducted through your Account, except to the extent caused by eVerged's failure to use reasonable security measures or where applicable law provides otherwise. You must promptly notify eVerged of any lost, stolen, or unauthorized use of your Account, payment method, RFID card, vehicle credential, or other access credential.

Access Credentials

Your Account may be linked to one or more authentication or access methods, including RFID cards, mobile authentication, payment cards, plug-and-charge functionality, vehicle-based authentication, fleet credentials, roaming credentials, or other identifiers (collectively, "Access Credentials"). You are responsible for charges incurred through your Access Credentials unless applicable law provides otherwise or eVerged determines that the charges resulted from unauthorized use not caused by your negligence or misuse.

Modification, Suspension, and Termination

You may modify or terminate your Account through the website, mobile application, or customer support. Account termination does not relieve you of responsibility for unpaid charges, taxes, fees, damage reimbursement, or other obligations incurred before termination. eVerged may suspend or terminate your Account or access to the Services for violation of these Terms, non-payment, suspected fraud, safety risk, misuse, legal or regulatory requirements, host-property restrictions, network-security reasons, or operational reasons. Where reasonable under the circumstances, eVerged will provide notice and an opportunity to cure before suspension or termination.

3. Charging Services

Charging Sessions

A "Charging Session" begins when charging, connection, authorization, reservation, or other paid service starts and ends when the vehicle is disconnected, the session is stopped, the maximum session time is reached, or the charger or platform terminates the session. Energy delivered, charging speed, charging duration, and availability may vary based on vehicle capabilities, battery state, equipment condition, grid conditions, weather, site conditions, station load management, network connectivity, software, safety limits, and other factors.

Public Charging and Open Access

Where eVerged operates public charging stations, we will make charging access, payment options, and point-of-sale fee disclosures available as required by applicable law. At certain public charging stations, users may be able to initiate and pay for charging without becoming an eVerged member or account holder. Available access methods may vary by station, equipment type, site host, jurisdiction, and technology.

Host Property Rules

Charging stations may be located on property owned or controlled by third parties ("Hosts"). You agree to comply with all posted signs, parking restrictions, hours of operation, maximum stay limits, access rules, site safety rules, and Host instructions. You are responsible for parking fines, towing, immobilization, ticketing, property damage, or other penalties resulting from your failure to comply with Host rules or posted instructions.

Some charging stations that appear on the eVerged network, are accessible through the Services, or are affiliated with the eVerged brand may be owned, operated, priced, maintained, or controlled by a Host or other third party rather than by eVerged. In those cases, eVerged is responsible only for the aspects of the Services that eVerged controls, except as otherwise required by applicable law or a separate written agreement. If a charging site is subject to shared ownership, operation, or responsibility between eVerged and a Host, the applicable site host agreement or other written agreement will govern the allocation of responsibilities between eVerged and the Host.

Equipment Use and Safety

You must use charging equipment only for its intended use. Usage must be undertaken carefully, lawfully, and in accordance with posted instructions, on-screen prompts, manufacturer recommendations, vehicle instructions, and these Terms. You may not use modified vehicles, homemade chargers, damaged connectors, unauthorized adapters, extension cords, cable modifications, or other unsafe or prohibited equipment. You must not tamper with, bypass, obstruct, vandalize, reverse engineer, overload, or interfere with any charging equipment or network equipment.

To the maximum extent permitted by law, eVerged is not responsible for charger performance issues, safety issues, damage, loss, or injury to the extent caused by misuse, tampering, unauthorized equipment, failure to follow posted or on-screen instructions, use of damaged or incompatible equipment, or use of the charging equipment in a manner not intended by eVerged, the Host, the equipment manufacturer, or the vehicle manufacturer.

If you observe damaged equipment, exposed wiring, unsafe conditions, smoke, fire, injury, or other emergencies, stop use immediately, move to a safe location if appropriate, call 911 in an emergency, and notify eVerged support using the information posted on the station or made available through the Services.

Out-of-Network, Roaming, and Third-Party Charging

Your Account or Access Credentials may permit access to charging stations, payment services, roaming networks, vehicle services, or other services not owned or operated by eVerged ("Third-Party Services"). Third-Party Services may

be subject to separate third-party terms, privacy policies, pricing, data practices, station rules, refund policies, taxes, and fees. eVerged is not responsible for Third-Party Services except to the extent expressly required by law or by a separately signed agreement.

Support

For station or access issues, contact eVerged support using the contact information posted on the station, website, or mobile application. In emergencies, call 911 first.

4. Website, Mobile Applications, and App Stores

Subject to these Terms, eVerged grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the website, mobile applications, portals, and related digital Services solely for lawful use in connection with the Services. eVerged may modify, suspend, or discontinue any digital Service, feature, or content at any time, subject to applicable law and any separate written agreement.

You may not copy, scrape, harvest, crawl, reverse engineer, decompile, disassemble, modify, disrupt, overload, interfere with, bypass security controls, introduce malicious code, use automated means to access, or otherwise misuse the website, applications, chargers, networks, APIs, software, firmware, or data.

If you download our mobile application through Apple App Store, Google Play, or another app marketplace, your use of the application is also subject to that marketplace's terms. The app marketplace provider is not responsible for the Services, support, maintenance, warranties, claims, or liabilities relating to the application, except as required by its own terms or applicable law. To the extent required by applicable app marketplace terms, the marketplace provider and its subsidiaries are third-party beneficiaries of these Terms for purposes of enforcing the app-license terms against you.

Third-Party Links and Content

The Services may contain links to third-party websites, applications, payment interfaces, maps, vehicle services, host-property pages, or other content. Third-party links and content are provided for convenience only and are not endorsed or controlled by eVerged. You are responsible for reviewing third-party terms and privacy policies.

Electronic Communications and Notices

By using the Services, creating an Account, starting a Charging Session, providing contact information, or communicating with us electronically, you consent to receive electronic communications from eVerged, including through email, text message, push notification, in-app message, website notice, charger-screen notice, account message, or customer support communication. These communications may include transactional, operational, legal, billing, safety, security, account, charging-session, pricing, service, maintenance, and support notices.

You agree that electronic communications satisfy any legal requirement that communications be in writing, to the extent permitted by law. You are responsible for keeping your contact information current. Marketing communications are subject to your consent and opt-out rights as described in our Privacy Policy and applicable law. Even if you opt out of marketing communications, we may still send non-marketing communications related to your Account, payments, charging sessions, safety, security, legal notices, or operation of the Services.

5. Pricing, Billing, Taxes, and Payment

Pricing and Fees

Charging prices may include per-kWh fees, time-based fees, connection fees, transaction fees, session fees, reservation fees, idle or overstay fees, membership fees, subscription fees, fleet plan charges, demand-response or managed-charging charges or credits, and other charges, as disclosed through the website, mobile application, charger interface, station signage, payment interface, or applicable plan. Pricing may vary by location, time of day, charging duration, energy consumed, charger type, access method, user class, roaming partner, applicable plan, taxes, utility pricing, charger ownership, or Host requirements.

Prices in effect and disclosed at the start of a Charging Session apply to that session unless the disclosure states otherwise and applicable law permits. eVerged may change pricing prospectively at any time. Commercial, fleet, or any use with structured pricing is permitted only under these Terms and any applicable pricing plan or separate written agreement.

Payment Authorization

By providing or using a payment method, you authorize eVerged and its payment processors to charge that payment method for all charges, taxes, fees, and other amounts incurred through your Account, Access Credentials, or charging sessions. Charges may be assessed per session, periodically, or under an applicable plan. Payment card information may be tokenized and processed by third-party payment processors; eVerged does not intentionally store full payment card numbers.

A temporary preauthorization hold may be placed on your payment method before or during a session. The amount of the hold may exceed the final charge and may reduce available funds until released by your financial institution. eVerged does not control the timing of bank or card-issuer release of holds.

Recurring Plans and Automatic Renewal

If you enroll in a paid membership, subscription, fleet plan, pricing plan, wallet reload, auto-reload, or other recurring or automatically renewing arrangement, the enrollment flow or applicable agreement will disclose the material terms, including price, billing frequency, renewal terms, cancellation method, and any trial or promotional terms. By enrolling, you authorize recurring charges until canceled as disclosed. You may cancel through the same online account or application flow used for enrollment where required by law, through account settings when available, or by contacting customer support. Cancellation will take effect as disclosed for the plan and will not affect charges already incurred unless required by law.

Billing Failures, Chargebacks, and Collections

If payment cannot be collected, eVerged may retry the payment method, request updated payment information, suspend or terminate access, prevent further charging, recover unpaid amounts, and pursue collection efforts to the extent permitted by law. You are responsible for reasonable costs of collection, returned-payment fees, and late fees only where disclosed and permitted by applicable law.

Refunds and Account Credits

All charges are final and non-refundable except where required by applicable law or expressly authorized by eVerged, including in cases of billing error, duplicate charge, equipment malfunction, service interruption, or other circumstances eVerged determines appropriate. If eVerged approves a refund, you may be offered an account credit or refund to the original payment method. Promotional credits are non-transferable, have no cash value, may expire, and may be forfeited upon account closure. Refund credits or other legally protected balances will be handled as required by applicable law.

Taxes

You are responsible for all applicable sales, use, excise, utility, gross receipts, transaction, energy, charging, parking, and similar taxes, fees, assessments, and governmental charges associated with your use of the Services. eVerged may calculate, collect, and remit taxes and fees as required or permitted by law. Tax treatment may vary by jurisdiction and may apply to equipment, installation, shipping, charging services, subscriptions, support, or other taxable items.

6. Idle Fees, Overstay Fees, Promotions, and Credits

Idle and Overstay Fees

Charging stations are intended for active charging and reasonable turnover. If your vehicle remains connected or parked after charging has completed, after a maximum session time, outside permitted hours, or beyond a posted or disclosed parking period, eVerged may assess idle, overstay, parking, reservation no-show, or similar fees to encourage charger availability. Such fees, when applicable, will be disclosed before or during the Charging Session, through station signage, the app, or the charger interface, and may accrue until the vehicle is disconnected, moved, or the maximum fee is reached.

Promotions and Credits

Promotions, discounts, free sessions, referral credits, loyalty credits, and other offers are subject to any additional terms disclosed with the offer. The applicable offer sponsor, which may be eVerged, a Host, or another authorized partner, may modify, suspend, or discontinue promotions prospectively at any time, subject to the terms disclosed with the offer and applicable law. Unless required by law, promotional credits are not redeemable for cash, are not transferable, may expire, and may be limited by location, user class, station type, plan, or time period.

7. Damaged Equipment and Misuse

You agree to use all eVerged electric vehicle charging stations, connectors, cables, screens, payment interfaces, signage, cabinets, bollards, network equipment, and related equipment, whether owned by eVerged, a Host, or another third party, in a careful, lawful, and reasonable manner and in accordance with all posted instructions, on-screen prompts, manufacturer recommendations, vehicle instructions, Host rules, and these Terms.

You are responsible for, and agree to reimburse eVerged, the Host, or the applicable equipment owner for, any loss, damage, destruction, impairment, inspection cost, repair cost, replacement cost, labor cost, or related cost caused by or arising from:

- (i) your negligence, recklessness, or willful misconduct;
- (ii) improper, unsafe, or abnormal use of charging equipment;

- (iii) use of unauthorized, damaged, modified, or incompatible adapters, extension cords, connectors, vehicles, or accessories;
- (iv) tampering with, bypassing, obstructing, vandalizing, or interfering with charging equipment, payment equipment, signage, software, firmware, or network equipment;
- (v) failure to follow posted instructions, on-screen prompts, manufacturer recommendations, vehicle instructions, Host rules, or these Terms;
- (vi) leaving connectors, cables, or equipment in an unsafe, exposed, obstructive, or unsecured condition; or
- (vii) damage caused by a vehicle, driver, passenger, contractor, employee, agent, or other person using your Account, Access Credentials, payment method, or vehicle.

If eVerged reasonably determines that damage to charging equipment, network equipment, or Host property is attributable to your use or misuse, eVerged may seek reimbursement and may charge your payment method on file for reasonable costs to the extent permitted by applicable law. Where reasonable under the circumstances, eVerged will provide notice and supporting information before assessing such charges, except in cases involving fraud, intentional misconduct, safety risk, inability to contact you, or circumstances where prior notice is impractical.

Repeated misuse, unsafe conduct, unauthorized access, or intentional damage may result in suspension or termination of your Account or access to the Services, without refund except where required by law.

8. Intellectual Property; Feedback; User Content

Ownership

All rights, title, and interest in and to the Services, website, mobile applications, charging network, Charging Equipment interfaces, software, firmware, APIs, data compilations, content, text, graphics, logos, trademarks, service marks, trade dress, designs, audio, video, user interfaces, and related intellectual property (collectively, the "eVerged IP") are owned by or licensed to eVerged and are protected by U.S. and international intellectual property laws.

Except for the limited license expressly granted in these Terms, nothing transfers or grants you any ownership interest or intellectual property rights in the eVerged IP. You may not use eVerged trademarks, logos, or service marks without prior written authorization.

Feedback

If you submit ideas, suggestions, comments, improvements, or other feedback regarding the Services ("Feedback"), you acknowledge that the Feedback is voluntary and provided without expectation of compensation. You grant eVerged a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable license to use, disclose, reproduce, modify, distribute, and otherwise exploit the Feedback for any purpose without restriction or obligation to you.

User Content

If the Services permit you to submit reviews, photos, reports, comments, support materials, or other content ("User Content"), you are responsible for that content and represent that you have all rights needed to submit it. You grant eVerged a non-exclusive, worldwide, royalty-free license to host, use, reproduce, display, modify, and distribute User Content as reasonably necessary to provide, improve, protect, and promote the Services. eVerged may remove User Content that violates these Terms, infringes rights, is unlawful, is unsafe, or is otherwise objectionable.

DMCA Copyright Policy

If you believe that content made available through the Services infringes your copyright, you may submit a notice under the Digital Millennium Copyright Act to: eVerged, LLC, 8000 Towers Crescent, 13th Floor, Vienna, VA 22182, Attn: Copyright Agent; email: support@everged.com. Your notice should include identification of the copyrighted work, the allegedly infringing material and its location, your contact information, a good-faith statement, and a statement under penalty of perjury that the information is accurate and that you are authorized to act on behalf of the copyright owner. eVerged may remove or disable access to allegedly infringing material and may terminate repeat infringers' accounts.

9. Disclaimers; Limitation of Liability; Indemnification

Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT TO THE EXTENT A WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. EVERGED DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, RELIABILITY, UNINTERRUPTED OPERATION, COMPATIBILITY, AND SECURITY.

eVerged does not guarantee that any charging station will be available, operational, compatible with your vehicle, capable of delivering a particular speed, or free from interruption, error, network failure, payment failure, outage, vandalism, congestion, weather impact, site restriction, utility limitation, or third-party issue.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVERGED SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST PROFITS; LOST REVENUE; LOST DATA; LOSS OF USE; BUSINESS INTERRUPTION; VEHICLE RANGE LOSS; SUBSTITUTE CHARGING COSTS; PARKING OR TOWING CHARGES IMPOSED BY THIRD PARTIES; OR DAMAGES ARISING FROM SERVICE INTERRUPTION OR UNAVAILABLE CHARGING, EVEN IF EVERGED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVERGED'S TOTAL LIABILITY FOR CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNTS PAID BY YOU TO EVERGED FOR THE SERVICES IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

Some jurisdictions do not allow certain limitations or exclusions of liability, so the above limitations apply only to the extent permitted by applicable law. Nothing in these Terms limits liability that cannot be limited under applicable law, including liability for gross negligence, willful misconduct, personal injury, or statutory consumer rights where such limitation is prohibited.

Indemnification

You agree to indemnify and hold harmless eVerged, its affiliates, and their respective officers, directors, employees, contractors, agents, licensors, partners, and Hosts from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to your misuse of the Services, violation of these Terms, violation of law, unsafe conduct, User Content, or damage to Charging Equipment or Host property, except to the extent caused by eVerged's gross negligence, willful misconduct, or violation of law.

10. Dispute Resolution; Arbitration Agreement

Informal Resolution

Before initiating arbitration or court proceedings, either party must first send a written notice describing the dispute and allow at least thirty (30) days for informal resolution. Notices to eVerged must be sent to eVerged, LLC, 8000 Towers Crescent, 13th Floor, Vienna, VA 22182, Attn: Legal Disputes, or to support@everged.com with the subject line "Legal Dispute Notice." This informal process does not prevent either party from seeking temporary injunctive relief, filing in small claims court, or preserving claims before a limitations period expires.

Agreement to Arbitrate

You and eVerged agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Services, charging sessions, billing, equipment use, privacy disclosures incorporated into these Terms, or communications between you and eVerged will be resolved by binding arbitration on an individual basis, except for: (i) claims that may be brought in small claims court; (ii) claims for intellectual-property infringement or misuse; (iii) requests for temporary or preliminary injunctive relief; and (iv) claims or remedies that applicable law prohibits from being required to arbitrate, including requests for public injunctive relief where such waiver is not enforceable.

The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules or other applicable AAA rules, as modified by these Terms. The Federal Arbitration Act governs this arbitration agreement. The arbitrator shall have authority to resolve disputes about arbitrability, enforceability, and scope, except that a court shall decide the enforceability of the class action waiver, public injunctive relief waiver, or mass arbitration provisions if required by law.

Class Action Waiver

YOU AND EVERGED AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY APPLICABLE LAW.

Arbitration Fees and Location

Arbitration fees will be allocated under the applicable AAA rules and applicable law. For consumer claims, eVerged will pay arbitration fees to the extent required by AAA rules or applicable law. Arbitration may proceed by video, phone, written submissions, or in person in the county of your billing address or another mutually agreed location, unless AAA rules or applicable law require otherwise.

Mass Arbitration

If twenty-five (25) or more similar arbitration demands are filed against eVerged by or with the assistance of the same law firm, organization, or coordinated group, the parties agree to a staged bellwether process unless AAA rules or applicable law prohibit it. The first ten (10) cases will proceed first, while the remaining cases are held in abeyance. The parties will then participate in mediation and attempt to resolve the remaining cases before additional arbitrations proceed. This provision is intended to promote efficient resolution and does not waive any substantive rights.

Opt-Out Right

You may opt out of this arbitration agreement within thirty (30) days after first accepting these Terms by sending written notice to eVerged, LLC, 8000 Towers Crescent, 13th Floor, Vienna, VA 22182, Attn: Arbitration Opt-Out, or by emailing support@everged.com with the subject line "Arbitration Opt-Out." Your notice must include your name, account email or phone number, and a clear statement that you opt out of arbitration. Opting out of arbitration will not affect any other provision of these Terms.

11. General Provisions

Governing Law

These Terms are governed by the laws of the State of Delaware, except for its conflict-of-law rules and except as preempted by the Federal Arbitration Act. If arbitration is unavailable or unenforceable for a particular claim, disputes shall be resolved in the state or federal courts located in Delaware, unless applicable law requires another forum. Nothing in these Terms deprives you of non-waivable rights under the laws of your state or country of residence.

California Release

To the extent permitted by law, if you are a California resident, you waive California Civil Code Section 1542 and any similar law, which provides that a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in its favor at the time of executing the release and that, if known, would have materially affected the settlement with the debtor or released party. This waiver applies only to releases expressly made under these Terms and only to the extent enforceable under applicable law.

Force Majeure

eVerged shall not be liable for delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, natural disasters, pandemics, epidemics, power grid failures, utility constraints, telecommunications failures, labor disputes, acts of government, war, terrorism, civil unrest, cyberattacks, equipment shortages, supply-chain failures, vandalism, weather, or failures of third-party service providers, Hosts, utilities, payment processors, roaming partners, or network operators.

Assignment

You may not assign or transfer these Terms or your Account without eVerged's prior written consent. eVerged may assign or transfer these Terms, in whole or in part, including in connection with a merger, acquisition, financing, sale of assets, reorganization, or transfer of the Services.

Export Controls; Sanctions

You may not use the Services in violation of U.S. export-control, sanctions, anti-corruption, or anti-money laundering laws. You represent that you are not located in, organized under the laws of, or ordinarily resident in a country or territory subject to comprehensive U.S. sanctions and are not listed on any U.S. government restricted-party list.

Severability; Entire Agreement; Survival

If any provision of these Terms is found unenforceable, the provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remainder shall remain in effect. These Terms, together with the Privacy Policy and any supplemental terms or signed written agreement, constitute the entire agreement between you and eVerged regarding the Services. Provisions relating to payment, taxes, refunds, damaged equipment, intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, governing law, and any provisions that by their nature should survive will survive termination.

Contact Information

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8000 Towers Crescent, 13th Floor
Vienna, VA 22182
Email: support@everged.com
Phone: 833-717-2865