

Terms of Use

PLEASE READ THESE TERMS OF USE / TERMS OF SERVICE ("Terms") CAREFULLY. THESE TERMS, AS MODIFIED OR AMENDED FROM TIME TO TIME, ARE A BINDING CONTRACT BETWEEN EvanMiya LLC, ("we") AND YOU ("you"). IF YOU PURCHASE ANY SERVICES AND/OR PRODUCTS FROM EvanMiya LLC,, YOU ACCEPT THESE TERMS.

In the following "Terms of Use", the term "EvanMiya.com" or "us" or "we" or "Web Site" refers to the owner of the Web Site, EvanMiya LLC. The term "You" refers to the user or viewer of the Web Site.

These "Terms of Use" set forth the terms and conditions that apply to your use of EvanMiya.com (the "Web Site"). By using the Web Site (other than to read this page for the first time), You agree to comply with all of the Terms of Use set forth herein. The right to use the Web Site is personal to You and is not transferable to any other person or entity.

By accessing, viewing, or using the content, material, or services available on or through this Site, you indicate that you have read and understand these terms of use, and that you agree to them and intend to be legally bound by them. If You disagree with any part of these terms of use, please do not use the Web Site and leave immediately.

Copyrights and Trademarks

- A. All materials contained on the Web Site are owned by EvanMiya LLC. All rights reserved.
- B. All intellectual property rights are owned by EvanMiya LLC. This includes design elements unique to the Web Site.
- C. You may use information from the Web Site under typical "Fair use" standards provided EvanMiya.com is cited as the source. Using information from the Web Site to support your work that is entirely acceptable and encouraged. However, copying large portions of content available to subscribers is prohibited.
- D. The Web Site and other trademarks and/or service marks (including logos and designs) found on the Web Site are trademarks/service marks that identify EvanMiya.com and the goods and/or services provided by the Web Site. Such marks may not be used under any circumstances without the prior written authorization of the Web Site.
- E. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content of this site, in whole or in part.
- F. This website is protected from content theft by both passive and active components. Any copyright infringements of the website content and other copyrighted material will result in prosecution according to the international copyright law, the Digital Millennium Copyright Act (DCMA), and any other applicable law or regulation.
- G. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:
You may print or download to a local hard disk extracts for your personal and non-commercial use only
- H. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

I. You may not, except with our express written permission, use any automated means to access or use the Web Site. This includes scripts, bots, scrapers, data miners, or similar software, in a manner that adversely impacts site performance or access.

J. You may not use any material or content from the Web Site, including without limitation any statistics or data, (i) to create any database, archive, or other data store that competes with or constitutes a material substitute for the services or data stores offered on the Web Site or (ii) to provide any service that competes with or constitutes a material substitute for the services or data stores offered on the Web Site.

Contributions to the Web Site

If You are invited to submit any contribution to the Web Site (including any text, photographs, graphics, video or audio) You agree, by submitting Your contribution, to grant the Web Site a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to Your contribution worldwide and/or to incorporate Your contribution in other works in any media now known or later developed for the full term of any rights that may exist in Your contribution.

Links to Third-Party Web Sites

The Web Site may provide hyperlinks to third-party web sites as a convenience to users of the Web Site. The Web Site does not control third-party web sites and is not responsible for the contents of any linked-to, third-party web sites or any hyperlink in a linked-to website. The Web Site does not endorse, recommend or approve any third-party web site hyperlinked from the Web Site. The Web Site shall not be liable to You or any entity for the content or use of the content available through such a hyperlink.

Subpoenas

The Web Site may be required to disclose information to individuals asserting rights under the Digital Millennium Copyright Act. You hereby authorize the Web Site to release information about You if required by law or subpoena without notice to You.

Indemnification

You will indemnify the Web Site and its agents, affiliates, and employees from any liability, loss, or expense (including but not limited to reasonable attorneys' fees and costs) resulting from any third-party claim or proceeding in which it is alleged that any content posted by You or the use thereof infringes or violates the intellectual property rights, privacy rights, publicity rights, or moral rights of another or is unlawful.

Disclaimer of Warranties

Your use of this site provided by the Web Site is without warranty, and in an as-is condition and on an as available basis. The Web Site does not guarantee the accuracy or reliability of the information presented on this website.

The Web Site does not represent nor warrant that the site or use (I) will be uninterrupted, (II) will be free of defects, inaccuracies or errors, (III) will meet your requirements, or (IV) will operate in the configuration or with other hardware or software You use. The Web Site makes no warranties other than those made

expressly in these terms of use, and hereby disclaims any and all implied warranties, including without limitation, warranties of fitness for a particular purpose, merchantability and noninfringement.

Exclusion of Damages

The Web Site will not be liable to You or any third party for any consequential, incidental, indirect, punitive or special damages (including damages relating to lost profits, lost data or loss of goodwill) arising out of, relating to or connected with the use of the site, based on any cause of action, even if advised of the possibility of such damages.

Forum and Choice of Law

You agree that by visiting and using this site, to be governed by the Laws of the State of Utah. Any and all actions or claims between You and the Web Site shall be brought in a court of competent jurisdiction within the borders of Utah State, at the court closest to the Web Site headquarters or Ken Pomeroy's then current residence.

Force Majeure

The Web Site will not be liable for failing to perform under these terms of use by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to the Web Site to perform, fire, terrorism, natural disaster or war, or sheer laziness.

Additional Terms of Service for Subscribers

A. THIS IS AN INDIVIDUAL SUBSCRIPTION. You cannot share your password with anyone else. The Web Site reserves the right to limit access for each Subscriber to a fixed number of physical locations or machines or to a specific number of simultaneous logons.

B. Subscriptions either recur monthly or annually. You are agreeing that, in return for a provision of a 'subscription', future recurring payments may be made against the credit card provided without the presence of a) the card or b) the card holder and that payment may be made to the partner. These payments will be made at the beginning of each billing cycle. Cancelling your subscription will prevent any future recurring payments being made against the credit card.

C. All subscription fees are non-refundable. The Web Site reserves the right to make changes to its content at any time. If the Web Site temporarily reduces or eliminates the charge for content or access that You are currently paying for under different terms, you will not receive a refund.

Privacy Policy

The website located at <https://EvanMiya.com> ("Website") is owned and operated by EvanMiya LLC (the "Company"). We created this Privacy Policy ("Policy") to demonstrate our commitment to protecting your privacy and your personally identifiable information on our Website.

This Policy is based on the principles of notice/awareness, choice/consent, access/participation and integrity/security in the collection and use of all information regarding our users and their activities on the Website. In this document "You" shall refer to you, the end user of this site, whether as an individual, entity, company, organization or related. "We", the "Website", and/or the "Company", refers to the

information, services, and other provisions by the Company, or located at the Website, or by individuals and entities associated with the Website.

I. Notice of our policy

This Policy notifies you of, among other things: (i) what information we gather from you, (ii) how we may use or disclose that information, (iii) with whom the information may be shared, (iv) what choices are available to you regarding collection, use and distribution of the information, (v) our efforts to protect the information, and (vi) how you can correct any inaccuracies in the information you provide to us. Please read this Policy carefully.

We reserve the right to contact you in connection with our or your compliance with and performance of these Terms (including without limitation the license rights granted hereunder) or any communication or activities relating to EvanMiya.com and/or its services. You acknowledge that EvanMiya LLC may preserve communication and may also disclose communication if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any activity violates the rights of third parties; or (d) protect the rights, property, or personal safety of EvanMiya LLC, Site / service users, and the public.

II. What types of information are collected and why

a. Information Submitted by You

We do not request you to submit any information to the Website. Any communications, emails, or other information submitted by You to the website, or individuals related to the site is solely at your own election. The website has no responsibility or other obligation to store, maintain, respond or otherwise with respect to the information transmitted to the Website by you. You will be contacted by us only if you have expressly requested us to do so.

b. Information Collected by Cookies

The Website may use "cookies" to help you use our services more easily. A "cookie" is a small data file that a website can send to your browser, which may then be stored on your computer to help our Website "remember" information about you to make it easier and more efficient for you to use our Website.

Our Website also may employ session cookies. A session cookie does not remain on your computer after you close your web browser window. Our session cookies contain none of your personal information and cannot be used to track you around the Internet. Our session cookies can only be used by this Website and they only exist for the duration of your visit.

Depending on the settings in your browser, you may have the option to deny the use of cookies; however, doing so may negatively impact upon the performance of the Website or restrict us in better serving your needs and interests. The "help" portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

III. How does the Company use my information?

a. Use of Your Information

Any information supplied by you is used to improve your experience, process and personalize your requests, improve the Website, develop new features, for support, and may be used for other purposes as stated herein.

We may also use the information to show you a history of your activity, to provide you with statistics about you or your use of our product or service, or to provide you with a better user experience.

The information collected may also be used to provide relevant advertisements, promotional messages and materials, or any other way as the Company deems fit.

Currently, the only information stored by the Website is your email and encrypted password (for subscribers). Your unencrypted password is not stored by the Website.

We may also retain your Data on a secure server and use this information in an aggregated form to measure number of visits, average time spent on the Website, pages viewed, and other relevant statistics.

b. Disclosure of Your Information

The information we collect will only be collected upon your consent to this privacy policy.

We will not share your information with third parties. However, the Company reserves the right to disclose your personally identifiable information as required by law and when the Company believes that disclosure is necessary to protect the rights of the Company, and/or to comply with any judicial proceeding, court order, subpoena, or legal process served upon the Company.

c. Managing Your Information

You are entitled to removal of your Data from our database upon request. You may request us to correct, modify or delete all of your Data collected by us through the Website, by making such a request or a related inquiry by sending an email to evanmiyainfo@gmail.com. Unless you require us to delete your Data, we will keep your information for as long as reasonably necessary for the purposes described in this Policy and for us to keep appropriate archives for our business operations.

d. Anonymous Data Collection

We may anonymize and aggregate data from your usage of the Website to obtain or provide general statistics regarding the use of the Website and its specific features and functionalities that you use.

IV. What does the Company do to keep the Website secure?

The Company employs procedural and technical safeguards to secure the Website against misuse. Regardless of the precautions taken by us we cannot ensure or warrant the security of any information you transmit to us, and you transmit such information at your own risk.

V. Acceptance of this Privacy Policy

By using this Website, you agree to this Website Privacy Policy. We reserve the right, at our discretion, to change, modify, add, and or remove portions of this Privacy Policy at any time. All changes shall take effect immediately upon their posting on our Website. Your continued use of Website or acceptance of emails following the posting of changes to this Privacy Policy shall mean that you accept any and all such changes.

If you have any concerns about material which appears on our site, please contact evanmiyainfo@gmail.com.