

Fax & Fax is a service provided by Evinco Solutions Inc. ("Fax & Fax eFax App", "our", "we" or "us"). This Terms and Conditions Agreement (the "Agreement") sets forth the terms and conditions for your ("User", "you" or "your") use of our application and the Fax & Fax App service, but please note that your use is subject to your agreement with these Terms and Conditions. This document describes in detail your rights and our rights relating to the provision of the Service (as defined below), so please review these Terms carefully.

BY USING THIS APPLICATION, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS, ALL APPLICABLE LAWS AND REGULATIONS, AND AGREE THAT YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE LOCAL LAWS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU ARE PROHIBITED FROM USING OR ACCESSING THIS APPLICATION. THE MATERIALS CONTAINED IN THIS APPLICATION ARE PROTECTED BY APPLICABLE COPYRIGHT AND TRADEMARK LAW. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS AND CONDITIONS BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS APPLICATION.

Your Privacy

Evinco Solutions Inc's process Users' personal information (for example, name, email address, and phone number). We know your personal information is important to you, so it's important to Us. By using Our Services, you agree to the collection, transfer, retention and use of your personal information by Evinco Solutions Inc 's as described in our Privacy Policy which is specifically incorporated by reference into these Terms and Conditions.

Description of Services

2.1 Evinco Solutions Inc 's make various services available on the application which includes, but is not limited to creating and sending faxes to a record number of countries around the world from your mobile phone or tablet. You are responsible for providing, at your own expense, all equipment necessary to use the services, including an Internet access (including payment of all fees associated with such access).

2.2 We reserve the sole right to either modify or discontinue the Services, including any of the Services' features, at any time with or without notice. We will not be liable to you or any third party should we exercise such right.

Your Account

3.1 You may need to create an account (“Your Account”) with us to use certain Evinco Solutions Inc 's Services. A valid email address and password are required to sign up for Your Account. You are responsible for ensuring the accuracy of the information you provide. If you decide to not have your full name serve as the name associated with your account, you may not use language that is offensive, vulgar, infringes someone’s intellectual property rights, or otherwise violates the Terms. This identifying information will enable you to use the Evinco Solutions Inc 's Services. You are responsible for keeping Us apprised of any changes to your identifying information.

3.2 You must be of 18 years of age or the legal age of majority in your state of residence. Minors under 18 and at least 13 years of age are only permitted to use Our Services through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. You are responsible for any and all account activity conducted by a minor on your account.

3.3 You are solely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

Subscriptions

4.1 Evinco Solutions Inc Invoice is billed on a subscription basis. The effective date of the billing cycle will begin on the date of your purchase. You will be billed on a recurring monthly or annual basis, depending on the subscription that you purchased. Subscriptions are charged to your iTunes Account at confirmation of purchase. Your subscription will automatically renew, and will automatically be charged without confirmation to your iTunes Account, if you do not cancel your subscription more than 24 hours before the renewal date. Any unused portion of a free trial period, if offered, will be forfeited when you purchase a subscription.

4.2 Subscriptions may be managed, and auto-renewal may be turned off, by going to the User’s Account Settings after purchase. It is your responsibility to manage your subscription. Refunds will not be provided in full or in part for early cancellation of a subscription; however, the service will remain active for the length of the paid billing period. We reserve the right to decline any refund requests by the user.

Use of Application

5.1 You hereby agree to access Evinco Solutions Inc's application only through software downloaded from the Apple App Store. You agree not to modify or attempt to modify the software, or use a modified version of the application.

5.2 Evinco Solutions Inc releases updates through the App Store. It is your responsibility to update the application from the App Store periodically and as necessary to maintain the service.â€”â€”

User Conduct

6.1 We grant You a limited, non-exclusive, non-transferable, and revocable license to use Our Services. Permission is granted to temporarily download one copy of the materials (information or software) on Evinco Solutions Inc's application for personal, non-commercial transitory viewing only. This is a grant of a license, not a transfer of title.

6.2 You agree to use the application only for lawful purposes. You are prohibited from any use of the material or application that would constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation. You agree not to use the application or Services in any way that could damage the application, Services, or general business of Evinco Solutions Inc. If you have any doubts about the legality of your using this application, you should not continue any further.

6.3 You are strictly prohibited from using the application or any of Evinco Solutions Inc's Services for unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

6.4 You agree not to reverse engineer, or attempt to reverse engineer or disassemble any code or software contained on Evinco Solutions Inc's application;

6.5 You agree not to violate the security of the application or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

6.6 You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with Evinco Solutions Inc without prior notice to you for violating any of the above provisions. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security of other applications, including cooperating with law enforcement authorities in investigating suspected criminal violations.

Disclaimer of Warranties

7.1 THE MATERIALS ON Evinco Solutions Inc 'S APPLICATION ARE PROVIDED "AS IS". Evinco Solutions Inc MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS. FURTHER, Evinco Solutions Inc DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON ITS APPLICATION OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY SITES LINKED TO THIS APPLICATION.

7.2 THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS APPLICATION IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

7.3 YOU UNDERSTAND AND AGREE THAT TEMPORARY INTERRUPTIONS OF THE SERVICES AVAILABLE THROUGH THIS APPLICATION MAY OCCUR AS NORMAL EVENTS. YOU FURTHER UNDERSTAND AND AGREE THAT WE HAVE NO CONTROL OVER THIRD PARTY NETWORKS YOU MAY ACCESS IN THE COURSE OF THE USE OF THIS APPLICATION, AND THEREFORE, DELAYS AND DISRUPTION OF OTHER NETWORK TRANSMISSIONS ARE COMPLETELY BEYOND OUR CONTROL.

Limitations of Liability

8.1 IN NO EVENT SHALL Evinco Solutions Inc OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR PROFIT, OR DUE TO BUSINESS INTERRUPTION,) ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIALS ON Evinco Solutions Inc'S APPLICATION, EVEN IF Evinco Solutions Inc OR A Evinco Solutions Inc AUTHORIZED REPRESENTATIVE HAS BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity

9.1 You will indemnify and hold us (and Our officers, agents, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

Revisions and Errata

10.1 The materials appearing on Evinco Solutions Inc's application could include technical, typographical, or photographic errors. Evinco Solutions Inc does not warrant that any of the materials on its application are accurate, complete, or current. Evinco Solutions Inc may make changes to the materials contained on its application at any time without notice. Evinco Solutions Inc does not, however, make any commitment to update the materials.

Links

11.1 We may include links to third party websites ("Linked Sites") at any time. However, the existence of a link to another website should not be considered as an affiliation or a partnership with a third party or viewed as an endorsement of a particular website unless explicitly stated otherwise. The Linked Sites are not under the control of Evinco Solutions Inc and in the event the User follows a link to another website, he or she does so at his or her own risk. We accept no responsibility for any content, including without limitation information, products and services, available on third party websites. Creating a link to this application is strictly forbidden without our prior written consent. Furthermore, we reserve the right to revoke our consent without notice or justification.

Electronic Communications

12.1 When you use Evinco Solutions Inc's Services, or send e-mails, text messages, and other communications from your electronic device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on the application or through other Evinco Solutions Inc Services, and

you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Termination & Suspension

13.1 Evinco Solutions Inc specifically reserves the right to terminate or suspend your access to all or part of the Services with or without notice and for any reason, including, but not limited to, breach of this Agreement. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

13.2 Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this application immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the application. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

13.3 Termination by You. We'd hate to see you go, but you may terminate your account with us at any time by contacting us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

Modifications

14.1 Evinco Solutions Inc reserves the right to revise these terms and conditions for its application at any time without notice. Your continued use of the application after any changes to this Agreement constitutes your agreement to be bound by any such changes.

Governing Law

15.1 Any claim relating to Evinco Solutions Inc's application shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions.

General

16.1 These terms and the other policies constitute the entire agreement between Evinco Solutions Inc and you, superseding any conflicting parts of any prior agreements. If We don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes any of these terms, the remaining terms will survive. Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.