

Evolv Terms of Service

Effective Date: January 20, 2026

Last Updated: January 20, 2026

These Terms of Service ("Terms") govern your access to and use of Evolv, including the evolv.training website, web app, mobile applications, and related services (collectively, the "Service").

By accessing or using the Service, you agree to these Terms. If you do not agree, do not use the Service.

1. Who We Are

Evolv is a product operated by:

DeployDocus LLC

30 N Gould St Ste N, Sheridan, Wyoming 82801-6317, United States

Contact: support@evolv.training (support) / j.zovinec@evolv.training (legal)

2. Eligibility

You must be at least **16 years old** to use the Service. By using the Service, you represent that you meet this requirement.

3. Accounts

3.1 Account creation

You may need an account to access the Service. You agree to provide accurate information and keep it up to date.

3.2 Account security

You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account. Notify us promptly if you suspect

unauthorized access.

4. The Service

Evolv provides endurance training plans and training-related features, including plan generation, training calendar, device/platform synchronization, and coaching insights.

We may add, remove, or modify features at any time.

5. Fitness & Medical Disclaimer (Important)

5.1 Not medical advice

Evolv provides **general fitness and training guidance** for informational purposes only. Evolv is **not** a medical provider, does **not** provide medical advice, diagnosis, or treatment, and the Service is **not** a medical device.

5.2 You are responsible for your health and decisions

You are solely responsible for your training decisions and health. You should consult a qualified healthcare professional before starting or changing any exercise program, especially if you have any pre-existing medical condition, injury history, are pregnant, or take medications that may affect exercise tolerance.

5.3 Stop if symptoms occur

Stop exercising and seek medical advice if you experience warning signs such as chest pain, dizziness, fainting, severe shortness of breath, unusual heart symptoms, or severe pain.

5.4 Assumption of risk

You understand that exercise and endurance training involve inherent risks, including serious injury or death. By using the Service, you voluntarily assume these risks.

6. User Content (Comments, Notes, and Inputs)

You may submit content to the Service, including comments and notes ("User Content").

6.1 Your responsibility

You are responsible for your User Content and represent that you have the rights to submit it. Do not post content that is unlawful, defamatory, abusive, infringing, or that violates others' rights.

6.2 License to Evolv

You grant Evolv a worldwide, non-exclusive, royalty-free license to host, store, reproduce, modify (for formatting), and display your User Content solely for operating, improving, and providing the Service.

7. Acceptable Use

You agree not to:

- misuse or interfere with the Service or attempt to access it using a method other than the interface and instructions we provide;
- reverse engineer, decompile, or attempt to discover source code or underlying algorithms (except to the extent permitted by law);
- scrape, crawl, or harvest data from the Service;
- attempt to bypass security or access controls;
- upload malware or harmful code;
- use the Service to harass, abuse, or harm others;
- use the Service in any way that violates applicable laws or regulations.

We may investigate and take action (including suspension/termination) if we believe you violated these Terms.

8. Third-Party Services and Integrations

The Service may integrate with third-party services (e.g., Garmin, Apple Health, Strava). Your use of those services is subject to their terms and policies. We are

not responsible for third-party services or their availability.

9. Intellectual Property

Evolv and its content, features, and software (excluding your User Content) are owned by Evolv and/or its licensors and are protected by intellectual property laws. You may not copy, modify, distribute, sell, or lease any part of the Service unless we give you written permission.

10. Feedback

If you provide suggestions or feedback, you grant us the right to use it without restriction or compensation.

11. Fees, Subscriptions, and Payments

11.1 Current availability

The Service is currently offered free of charge. We may introduce paid plans or subscriptions in the future.

11.2 Future subscriptions

If paid subscriptions become available, we will present the pricing and billing terms at the time you choose a paid plan. Subscriptions (if offered) are expected to be billed on a monthly basis unless otherwise stated.

11.3 Cancellation

If subscriptions are offered, you will be able to cancel according to the cancellation method displayed at purchase (e.g., app store subscription management or an in-app billing portal).

11.4 Refunds / sole remedy

To the maximum extent permitted by law, your **sole and exclusive remedy** for any claim related to the paid Service is a refund of the subscription fees you paid for

the applicable subscription period, if any. Mandatory consumer protection laws may provide additional rights that cannot be waived.

12. Privacy

Our Privacy Policy explains how we collect and use personal data. By using the Service, you acknowledge that you have read and understood the Privacy Policy.

13. Termination

13.1 Termination by you

You may stop using the Service at any time and may request account deletion as described in the Privacy Policy.

13.2 Termination or suspension by Evolv

We may suspend or terminate your access immediately if:

- you violate these Terms,
- your use creates risk for the Service, other users, or Evolv,
- we are required to do so by law or to protect rights and safety.

We may also terminate the Service or any part of it at any time.

14. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

We do not guarantee that the Service will be uninterrupted, accurate, or error-free, or that training plans will be safe or suitable for you.

15. Limitation of Liability

To the maximum extent permitted by law:

- Evolv will not be liable for indirect, incidental, special, consequential, or punitive damages; and
- Evolv's total liability for any claim will not exceed the amount you paid to Evolv for the Service in the applicable subscription period.

Nothing in these Terms limits or excludes liability where such limitation is prohibited by law (for example, certain liabilities for intent or gross negligence, or for death/personal injury where applicable law does not allow exclusion).

16. Indemnity

You agree to indemnify and hold harmless Evolv (and its affiliates, directors, officers, employees, and agents) from any claims, damages, liabilities, and expenses (including reasonable legal fees) arising from:

- your use of the Service,
- your User Content,
- your violation of these Terms or applicable law.

17. Governing Law and Disputes

These Terms are governed by **Swiss law**, and for users in the EU/EEA, mandatory consumer protection rules of your country of habitual residence remain unaffected.

Disputes shall be brought before the competent courts in Switzerland, unless mandatory laws require a different forum.

18. Changes to These Terms

We may update these Terms at any time by posting the updated version. Your continued use of the Service after changes become effective constitutes acceptance of the updated Terms. Where required by applicable law (especially for paid subscriptions), we will provide additional notice.

19. Contact

Support and rights requests: **support@evolv.training**

Legal contact: **j.zovinec@evolv.training**