PRIVACY POLICY

This Privacy Policy provides information about what we do with any personal information you give to us on the www.evansdavis.com website. There are also Terms and Conditions applicable to using www.evansdavis.com elsewhere on this website. Evans & Davis also uses products and services provided by our Service Partners, and you'll need to read the agreements and legal notices found on their sites.

Access and use of the www.evansdavis.com website is provided to you by Litco AZ, LLC, dba Evans & Davis ("Evans & Davis") on condition that you accept the terms of the Privacy Policy, and by accessing or using this website, you agree to these terms. If you do not agree with and accept this Privacy Policy, you should not access or use this website, or provide any information.

Evans & Davis may revise and update this Privacy Policy at any time and without notice. You should periodically review the Privacy Policy posted on the www.evansdavis.com website. Your continued access or use of this website after any such changes are posted means you accept these changes.

By using the www.evansdavis.com website, you consent to the collection, use and disclosure of your personal information in accordance with this policy. The terms of this policy apply to all personal information collected by Evans & Davis on the website www.evansdavis.com and other Evans & Davis websites that may be linked to www.evansdavis.com. We have created this policy pursuant to Oklahoma and Federal Law, and pursuant to the Uniform Rules of Professional Responsibility. The privacy laws, or rules of professional responsibility, in your country or state may be more or less protective than the State of Oklahoma.

This site is operated by Evans & Davis and may be accessed in the United States and abroad. For personal information protection purposes, Evans & Davis is the controller and, unless otherwise noted, is also the processor of the personal information. Information collected may be retained as long as it is reasonably required for the purposes it was collected.

Consent To Collection Of Your Personal Information

When you visit www.evansdavis.com or submit information through our intake form, we may collect various categories of information ("**Personal Information**") with your consent. **Personal Information** includes both identifiable and non-identifiable data, such as:

- Full legal name;
- Social Security number;
- Date of birth;
- Home and mailing addresses;
- Email address and phone number;

- Bank and investment account information;
- Life insurance and retirement account details;
- Names and contact information of advisors, beneficiaries, and family members;
- The website that referred you to us;
- Your IP address;
- Browser type and language;
- Navigational and usage data, including information about the pages you view, the links you click, and other actions taken on the site;
- Other information relevant to your estate planning or legal needs.

We collect this information only after you have provided your voluntary consent. By submitting this information or continuing to use our website, you consent to the collection, use, and processing of your Personal Information as outlined in this Privacy Policy. You are not required to provide Personal Information, but if you choose not to, certain services and features may be unavailable to you.

Purpose of Collection

We collect this information solely for the purpose of:

- Providing legal services to you,
- Preparing estate planning documents and related legal materials,
- Communicating with you, or your advisors, about your matter, and
- Complying with applicable legal and regulatory obligations.

The intake form allows our Attorneys and Staff to assist you in the most efficient and effective manner. Without the intake form, we will not have enough information about you to assist.

How We Use and Share Your Information

Except as set out in this Privacy policy, Evans & Davis does not disclose or sell your personal information to any third parties.

Your information will be used only by authorized attorneys and staff within Evans & Davis and may be shared with third parties solely as necessary to:

- Deliver legal services you request,
- Communicate with your advisors or other third parties at your direction, or
- Comply with legal obligations (e.g., subpoenas, court orders).

We do **not** sell, rent, or otherwise share your personal information with third parties for marketing purposes.

Age Limits for Children

Children under the age of eighteen are prohibited from accessing the Site. Additionally, we do not use our site to knowingly collect personal information from children. If a child's information is submitted, it should only be submitted by an adult over the age of eighteen. Please contact us if you learn or have reason to suspect that a child under the age of eighteen is using the Site. We will take prompt action to delete any personal information about the child.

Security of Your Personal Information

The security of your personal information is important to us. We follow generally accepted industry standards to help protect your personal information including without limitation:

- Limiting access to your personal information to those of our employees who require it to provide services to you;
- Ensuring that third-party service providers' policies respect the confidentiality of your personal information and that they commit to not using it for any unauthorized purposes; and
- Storing your personal information in secure computer systems which protect it from unauthorized access or use.

However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we take all reasonable steps to protect your personal information, we cannot guarantee its absolute security.

Elimination of your Information

You may request to access, correct, or delete personal information you provided to us through the secure intake form by contacting us at: attorneys@evansdavis.com.

We assure you that we will make all reasonable efforts to comply with your request, subject to our legal and ethical obligations.

Attorney/Client Relationship

Accessing this site does **not**, and shall not be construed to, establish an attorney client relationship between you, and any Attorney with Evans & Davis. We consider your information to be confidential, and will treat it as such, but a formal Attorney/Client relationship is only established once you have signed a Contract for Legal Services and submitted payment to our firm for your matter.

Even though you have not yet established an Attorney/Client Relationship, the information you submit is likely covered under your state's Work Product Privilege protections for Clients of Attorneys. This means that our Attorneys will treat your information as if it is Privileged regardless of whether you hire us to assist you.

Data Retention

We retain the data you submit through your intake form well after your matter is complete. This data retention is for the purpose of providing you legal services in the future. For example, if you return to us, we may request that you fill out a new intake form, and we will compare your new intake form to your old intake form to notice changes you may have made throughout the years.

Disclaimer of Warranties

Your use of this Website and/or the services is at your own risk. No materials, third party submissions or other content on this Website have been verified or authenticated in whole or in part by Evans & Davis and they may include inaccuracies or typographical or other errors. Evans & Davis does not warrant the accuracy or timeliness of materials, third party submissions or other content on this Website. Evans & Davis has no liability for any errors or omissions in materials, third party submissions or other content on this Website, whether provided by Evans & Davis or any third parties.

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Suspension of Service

If you violate these Terms of Use, Evans & Davis may terminate and/or suspend your access to this Website without notice. Evans & Davis may advise you of your inappropriate behavior and recommend any necessary corrective action. However, certain violations of these Terms of Use, as determined by Evans & Davis in its sole discretion, may result in immediate termination.

Severability and Waiver

If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Evans & Davis's failure to enforce any of these Terms is not a waiver of such term.

These Terms of Use are the entire agreement between you and Evans & Davis and supersede all prior or contemporaneous agreements between you and Evans & Davis about this Website.

The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms of Use.

Blogs & Other Interactive Services

Our site may include interactive areas or services, including blogs, message boards, discussion forums, online hosting or storage services, or other areas or services in which you or third parties create, post or store any content, messages, comments, materials or other items on the sites ("Interactive Areas"). If you use an Interactive Area, you should be aware that these areas are open to the public and any personal information you post or provide at registration may be viewable by others. We are not responsible for personal information you submit in connection with the Interactive Areas, nor are we responsible for how others might use that information, including sending you unsolicited messages. Interactive Area postings may be retained indefinitely. If at any time you would like to remove a posting, please email us at attorneys@evansdavis.com. Removal of a posting from a www.evansdavis.com Interactive Area does not mean that the posting will be permanently deleted from systems owned and operated by third-party suppliers.

Links

We may link to websites, including those of third-party content providers that have different privacy policies and practices from those disclosed here. We assume no responsibility for the policies or practices of such linked sites, and encourage you to become acquainted with them prior to use.

Specific California Resident Rights

This section is only applicable for individuals who reside in California and should be read in conjunction with our entire Privacy Policy. If you are a California resident, you have the right to

- obtain additional information about "personal information" (as defined in the California Consumer Privacy Act (CCPA));

- request that we disclose certain information collected, used, disclosed, and sold about you;
- request deletion of your personal information; and
- opt out of the sale of your personal information.

The information covered by these specific rights is information that could be reasonably linked to you. It excludes information that cannot be reasonably linked to you.

Changes To This Privacy Policy

We reserve the right to change the terms of this privacy policy at any time. When we make changes, we will revise the "last updated" date at the top of the policy. If there are material changes to this statement or in how Evans & Davis will use your personal information, we will notify you by prominently posting a notice of such changes here or on our home page, or by sending you an email. We encourage you to review this policy whenever you visit one of our sites.

If you have a concern or question about Evans & Davis' administration of your personal information, please contact us at the information below:

By email: attorneys@evansdavis.com

By phone: 866-708-2335

By mail: Evans & Davis, 211 N Broadway, Edmond, OK 73034

Effective Date: July 1, 2025

Important Legal Disclaimer (Last updated June 25, 2025)

The information provided on this website is for personal or public non-commercial (educational) purposes only. None of the information on this website is, or shall be considered to be, legal advice. If you have a problem, or need legal advice, you should contact a lawyer immediately.

INTAKE FORM TERMS OF USE

This website operated by Litco AZ, LLC dba Evans & Davis (hereinafter Evans & Davis). This agreement applies to your use of the Evans & Davis electronic intake form that can be accessed through our portal hosted on www.lawmatics.com.

Access and use of this website is provided by Evans & Davis to you on condition that you accept these Terms of Use, and by accessing or using this website, you agree to these Terms of Use. If you do not agree to accept and abide by these Terms of Use you should not access or use this website.

Evans & Davis may revise and update these Terms of Use at any time, and without notice. You are cautioned to review the Terms of Use posted on the website periodically. Your continued access or use of this website after any such changes are posted will constitute your acceptance of these changes.

You may not interfere with the security of, or otherwise abuse this website or any secure areas, system resources, services or networks connected to or accessible through this website. You may only use this website for lawful purposes.

Purpose of the Intake Form

This intake form is provided to you to allow you to submit personal and financial information for preliminary evaluation ahead of your intake meeting. Submission of the intake form does not create an Attorney-Client relationship. A relationship will only be established upon a proper conflict check, execution of a Contract for Legal Services, payment, and acceptance by Evans & Davis.

Privacy and Consent

Evans & Davis is committed to respecting the privacy of your personal information. Personal information is managed in accordance with applicable State and Federal laws and Ethical Rules.

By accessing and submitting your intake form, you acknowledge and agree that:

- The information you provide is accurate and complete;
- You are authorized to share the information you have provided;
- You consent to the collection, use, and storage of the information you provide consistent with our Privacy Policy and

- You will not, in any way, interfere with, or disrupt the form, portal, or any associated systems.

Linked Websites

This website may provide links to third party websites for your convenience only. Evans & Davis does not monitor or endorse these websites. Evans & Davis does not accept any responsibility for such websites, and shall not be responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with the use of or the reliance upon any information, content, goods or services available on or through any third party websites or linked resources. Some websites charge a fee for use, and if you use these sites you will be responsible for any fees charged.

Internet Software or Computer Viruses

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this website. Computer viruses or other destructive programs may also be inadvertently downloaded from this website.

Evans & Davis shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this website or your downloading of any of the materials from this website. Evans & Davis recommends that you install appropriate anti-virus or other protective software on your computer.

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IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THIS WEBSITE OR THE MATERIALS IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify and hold Evans & Davis, its members, directors, officers, managers, employees, shareholders, partners, agents, affiliated companies, and subsidiaries, harmless against all claims or liability asserted against Evans & Davis arising out of or in connection with any breach by you or anyone acting on your behalf of any of these Terms of Use. This indemnification survives the termination of this Agreement.

Notice and Procedure for Making Claims of Infringement

Evans & Davis respects the copyright of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with a written communication addressed to our Chief Executive Officer including all relevant information.

Email

Feel free to email Evans & Davis at attorneys@evansdavis.com. However, email is not a fully secure medium and any communication may be lost, intercepted or altered. Evans & Davis is not liable for any damages related to communications to or from this email.

You agree with respect to any information provided by you to us via e-mail that:

- Evans & Davis has no obligation concerning such information;
- The information is non-confidential; and

- The information is truthful and disclosure of the information does not violate the legal rights of others.

Applicable law

This website is operated and administered by Evans & Davis from within the State of Oklahoma. This website can be accessed from all states and territories within the United States, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the United States, by accessing this website, you acknowledge and agree that all matters relating to access to, or use of this website shall be governed by the laws of the State of Oklahoma and the federal laws of the United States applicable therein (without reference to conflicts of laws principles).

You also agree that any claims or disputes whatsoever arising hereunder shall be submitted to the exclusive jurisdiction and venue of the courts of the State of Oklahoma and acknowledge that you do so voluntarily.

Dispute Resolution – Mediation

BEFORE INITIATING ANY LEGAL PROCEEDING IN CONNECTION WITH A DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR USE OF THIS WEBSITE, YOU AGREE TO FIRST ATTEMPT TO RESOLVE THE DISPUTE THROUGH GOOD FAITH MEDIATION. MEDIATION SHALL TAKE PLACE IN OKLAHOMA COUNTY, OKLAHOMA, AND SHALL BE CONDUCTED BY A MUTUALLY AGREED-UPON NEUTRAL THIRD-PARTY MEDIATOR. EACH PARTY SHALL BEAR ITS OWN COSTS RELATED TO THE MEDIATION AND SHALL SHARE EQUALLY IN THE FEES AND EXPENSES OF THE MEDIATOR.

IF THE PARTIES ARE UNABLE TO RESOLVE THE DISPUTE THROUGH MEDIATION WITHIN SIXTY (60) DAYS OF A WRITTEN REQUEST FOR MEDIATION, EITHER PARTY MAY THEN PURSUE ANY AVAILABLE LEGAL OR EQUITABLE REMEDY IN A COURT OF COMPETENT JURISDICTION, AS SPECIFIED UNDER THE "APPLICABLE LAW" SECTION OF THESE TERMS.

NOTHING IN THIS CLAUSE SHALL PREVENT EITHER PARTY FROM SEEKING TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF WHERE NECESSARY TO PROTECT ITS INTERESTS PENDING MEDIATION.

General

Evans & Davis's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

If any provision or part of these Terms of Use is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction shall put in place

thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

The parties have requested that these Terms of Use and all documents relating thereto be drawn up in English.

Contact

If you have concerns relating to this website or these Terms of Use, please contact Evans & Davis at attorneys@evansdavis.com.

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