

## TERMS OF USE

Last updated at November 08, 2022

These Terms of Use (hereinafter referred to as the “**Terms**”) define the rules for the using of the Website [evercodelab.com](http://evercodelab.com), [everchain.eu](http://everchain.eu), [evercodecyprus.com](http://evercodecyprus.com) (collectively hereinafter – “**Website**”), belonging to Evercode Lab group of companies, (hereinafter referred to as the “**Evercode Lab**”).

Please, read these Terms carefully. By accepting these Terms and using our Website, you agree to be legally bound by these Terms and all terms incorporated by reference. If you don't agree with these Terms or any of its clauses, you shall immediately cease to use our Website.

### THE FOLLOWING TERMS AND DEFINITIONS SHALL APPLY TO THESE TERMS:

“**Legal Notice**” means any statement, notification, notice, demand, or other legal notice related to these Terms or/and performance of the Terms.

“**User**”, “**You**” means any natural person who uses the Website.

“**Evercode Lab**”, “**Ourselves**”, “**We**” and “**Us**” refers to the company group “Evercode Lab”.

“**Party**” refers to either you or us. For the avoidance of any doubt, the contracting Parties under these Terms are you and Evercode Lab.

### 1. DISCLAIMERS

- 1.1. You expressly understand and agree that your use of the Website is at your sole risk and that the Website is provided "as is" without warranties of any kind either express or implied.
- 1.2. To the fullest extent permissible pursuant to applicable law, Evercode Lab makes no express warranties and disclaims all implied warranties regarding the Website or any applications or external sites, including implied warranties of merchantability, fitness for a particular purpose, non-infringement correctness, accuracy and reliability.
- 1.3. Without limiting the generality of the foregoing, Evercode Lab do not represent or warrant to you that: (a) your use of the Website will meet your requirements, (b) your use of the Website will be uninterrupted, timely, secure or free from error, (c) data provided through the Website will be accurate or (d) the Website or any content made available on or through the Website are free of viruses or other harmful components.

### 2. USE OF THE WEBSITE

- 2.1. Using of the Website constitutes an acceptance and confirmation of your consent to be bound by these Terms, all applicable laws and regulations, and you agree that you are responsible for compliance with and that you are compliant with the applicable laws.

#### 2.2. By accepting these Terms and using the Website, you represent and warrant that:

- you have full capacity to contract under the applicable law;
- you have not previously been suspended or removed from using the Website;
- you are not furthering, performing, undertaking, engaging in, aiding or abetting any unlawful activity through your relationship with us or through your use of the Website;

- you are comporting with and obeying these Terms and all applicable laws;
  - you shall use the Website only for the purposes related to personal non-commercial use and you do not represent any third party;
  - you shall not reverse engineer, decompile or otherwise disassemble the Website or any Evercode Lab's software;
  - you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that Evercode Lab provides in connection with your use of the Website.
- 2.3. The Website is accessible 24 hours per day, 7 days per week. However, Evercode Lab reserves the right, without providing notice to temporarily suspend the Website or access to the Website in order to carry out work including, but not limited to: updates, maintenance operations and amendments to the servers, etc.
- 2.4. In order to protect the integrity of the Website, Evercode Lab reserves the right at any time in its sole discretion to block Users who violate these Terms.
- 2.5. When accessing or using the Website, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using the Website.
- 2.6. Without limiting the generality of the foregoing, you agree that you will not:**
- damage, disable, overburden or impair the functioning of the Website in any manner;
  - use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access to the Website or to extract data;
  - you shall not distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature.

### 3. PERSONAL DATA

- 3.1. By accepting these Terms, you expressly allow Evercode Lab to process your personal data, export your personal data outside of the jurisdiction in which you reside or are located.
- 3.2. For more information, read the official Evercode Lab's Privacy Policy [here](#).

### 4. LIMITATION OF LIABILITY

- 4.1. You understand and agree that Evercode Lab shall not be liable to you for any indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability, including, but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss, even if Evercode Lab has been advised of the possibility of such damages.
- 4.2. You agree that the aggregate liability of the Evercode Lab to you for all claims arising out of or relating to the use of or any inability to use any portion of the Website or otherwise under these Terms, whether in contract, tort, or otherwise, is limited to the **500 EUR**.
- 4.3. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis.
- 4.4. The Website may contain links or submit access to the third parties sites and to the content displayed on such sites which is the result of intellectual activity of the third parties and protected in accordance with the applicable laws. Evercode Lab does not check these sites and the content displayed on them for compliance with the applicable laws. Evercode Lab is not responsible for any

information or content displayed on such sites to which the User gets access through the Website, including, any opinions or statements expressed on such third parties sites.

- 4.5. The User confirms that since the User will pass to the link on the Website to the site of the third party, the relations between the Evercode Lab and the User shall terminate and the Evercode Lab is not responsible for the accuracy of the information displayed on the websites of the third parties, use the services and content of the third parties by the User, the validity of such use and quality of the services and content displayed on the third party's sites.

## 5. INDEMNIFICATION

- 5.1. You agree to hold harmless and indemnify Evercode Lab from and against any third-party claim arising from or in any way related to:
  - your breach the Terms;
  - your violation of applicable laws, rules or regulations in connection with the Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs of every kind and nature.
- 5.2. In such case, Evercode Lab will provide you with written notice of such claim, suit or action; will provide you the opportunity to control the defense and/or settlement of such claim, suit or action; and will provide you reasonable assistance in such defense or settlement, upon reasonable request and at your expense.

## 6. PROHIBITED JURISDICTIONS

- 6.1. Evercode Lab maintains the right to select its markets and jurisdictions to operate in and may restrict or deny access to Website to certain countries.
- 6.2. Evercode Lab also maintains the right to use various methods to prevent the use of the Website by the Users listed above. You are to comply with this Section, even if Evercode Labs methods to prevent use of the Website are not effective or can be bypassed.
- 6.3. Use of the Website is void where prohibited by applicable law.
- 6.4. Evercode Lab has the right to obtain your IP-address. If the IP-address is allocated in the prohibited jurisdiction, Evercode Lab can deny you the access to the Website.

## 7. COPYRIGHT PROTECTION

- 7.1. Using the Website does not give you ownership of any intellectual property rights in the Website, any software or the content you access.
- 7.2. The materials contained in the Website are protected by applicable copyright and trademark laws and treaties.
- 7.3. Use of search queries comprising a direct domain name or the brand name such as (but not limited to) EvercodeLab, evercodelab.com, Evercode Lab, etc. is prohibited in paid SEA advertisements used to attract affiliates.

## 8. LEGAL NOTICES AND OTHER COMMUNICATION

- 8.1. User may send any Legal Notices to Evercode Lab in electronic form at the email address of Evercode Lab provided in these Terms, unless otherwise is explicitly prescribed by these Terms.

Evercode Lab may disregard Legal Notices sent by the User through other means of communication not provided in these Terms.

- 8.2. Evercode Lab is deemed received the Legal Notice of the User on the next calendar day after the dispatch. Evercode Lab shall respond to the Legal Notice of the User within 20 (twenty) business days after the receipt of the Legal Notice of the User.
- 8.3. Each Legal Notice of the User shall include the following information: User's full first and last name, the address of residence, the email and the phone number.
- 8.4. Evercode Lab has the right to send legal notices to the User at the email address provided by the User, at the mobile phone number provided by the User. The User is deemed received the Legal Notice of Evercode Lab on the day of the dispatch. The User shall respond to the Legal Notice Evercode Lab within 10 (ten) business days after the receipt of the Legal Notice.

## 9. MODIFICATIONS

- 9.1. Evercode Lab may revise these Terms at any time and without notice to you or third parties. Evercode Lab reserves the right to make any changes retroactive.
- 9.2. By using the Website, you agree to be bound by the then-current version of these Terms. Herewith continuation of the usage of the Website after making changes or amendments to these Terms means acceptance of the User of such changes or amendments, and therefore the User shall regularly monitor changes in these Terms.
- 9.3. Evercode Lab is constantly changing and improving the Website. Evercode Lab has right to add or remove functionalities or features to the Website, or add or create new limits for using the Website at any time.

## 10. ASSIGNMENT

- 10.1. Evercode Lab may transfer rights and obligations under these Terms to third parties without the additional consent of the User.
- 10.2. The User is entitled to assign its rights and obligations under these Terms to any third party only with prior written consent of Evercode Lab.

## 11. TERMINATION

- 11.1. These Terms shall enter into force for the User since the use of the Website and shall be in force for an indefinite period.
- 11.2. Evercode Lab reserves the right to suspend your access to the Website for any reason, including but not limited to breaches of these Terms, in its sole and absolute discretion, immediately without prior notice and without liability.
- 11.3. Evercode Lab reserves the right to terminate or block your access to the Website for any reason, including but not limited to breaches of these Terms, in its sole and absolute discretion, immediately without prior notice and without liability. Evercode Lab shall not give reasons of its actions.

## 12. SEVERANCE AND VALIDITY

- 12.1. If any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, such provision shall be deemed to be severed from these



Terms and shall be replaced with one having an effect as close as possible to the deficient provision. The remaining provisions of these Terms will remain in full force.

### **13. CONTACTING EVERCODE LAB**

Email: [hello@evercodelab.com](mailto:hello@evercodelab.com)