

Everchain.eu

Terms of Use

(hereinafter – “Terms”)

Please, read these Terms carefully. By accepting these Terms and using our services, 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 services.

1. General Provisions

1.1. These Terms regulate relations pertaining to the using of the website <https://everchain.eu> (hereinafter – “**Website**”).

1.2. The following terminology applies to these Terms:

- “**User**”, “**You**” and “**Your**” refers to you, the natural person (individual) accessing the Website, using our services through the Website and accepting these Terms.
- “**Everchain**”, “**Ourselves**”, “**We**” and “**Us**” refers to the company LLC “Everchain”, duly organized under the laws of Russian Federation.
- “**Party**” refers to either you or us. For the avoidance of any doubt, the contracting Parties under these Terms are you and Everchain.

1.3. These Terms are open and public document. The current effective version of the Terms is located [here](#).

1.4. In these Terms, unless otherwise specified, the words importing the singular include the plural and vice versa, and the words importing gender include all genders.

2. Using of Services

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 are at least 18 years old and have full capacity to contract under the applicable law;
- you have not previously been suspended or removed from using the Website and our services;
- 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 and our services;
- you are complying with and obeying these Terms and all applicable laws;
- you shall use the Website and our services only for the purposes related to personal non-commercial use and you do not represent any third party;
- you acknowledge and agree that Everchain Lab is not acting as your broker, intermediary, agent or advisor or in any fiduciary capacity, and no communication or information provided to you by Everchain Lab shall be considered or construed as advice;
- you shall not mislead other Users and third parties during using the Website;
- you will not take any action aimed solely at causing damage to Everchain or other third parties;
- you shall not reverse engineer, decompile or otherwise disassemble the Website or any Everchain's software;

- recognizing the international nature of the Internet, you accept all responsibility for compliance with all local laws and regulations relating to your actions in the network;
- you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that Everchain provides in connection with your use of the Website and our services;
- you understand and acknowledge that any delays in services are possible;
- you shall not use proxy and VPN or other software for concealing your IP-address.

2.3. The Website is accessible 24 hours per day, 7 days per week. However, Everchain 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, Everchain reserves the right at any time in its sole discretion to block Users who violate these Terms.

3. Personal Data

3.1. By accepting these Terms, you expressly allow Everchain to process your personal data, export your personal data outside of the jurisdiction in which you reside or are located.

3.2. We are entitled to transfer some User's data (including IP-addresses) to our business partners or governmental bodies at their request to facilitate the prevention and disclosure of prohibited or illegal actions. By accepting these Terms, you acknowledge and agree to your personal data may be transferred in this way.

3.3. For more information, read the official Everchain's Privacy Policy [here](#).

4. Refund Policy

WARNING: There are fake websites pretending to be Everchain's Website (aka "phishing scams"). They use a misspelled URL that looks like "EVERCHAIN.EU" in order to trick the Users into sending them funds. DO NOT USE ANY SERVICE THAT ISN'T EXACTLY LOCATED AT THE DOMAIN: "EVERCHAIN.EU".

Everchain is not responsible for funds that have been sent to these fake phishing sites. It is important that all Users shall verify they are visiting the correct URL ([EVERCHAIN.EU](https://everchain.eu)) on their own and search for the security certificate in the URL bar of their browser.

Also, never trust private messages, solicitations or requests for funds from people claiming to be Everchain unless you have verified that it is an official request from an Everchain's employee.

In case of doubt, contact us directly to verify any messaging. Stay diligent - and please report any phishing scams to our team (sales@evercodelab.com).

5. Indemnification

5.1. You agree to hold harmless and indemnify Everchain from and against any third party claim arising from or in any way related to:

- your breach of the Terms;
- your violation of applicable laws, rules or regulations in connection with the Website and our services,

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, Everchain 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. Disclaimers

6.1. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT EVERCHAIN'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

6.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE AND OUR SERVICE IS AT YOUR SOLE RISK AND THAT THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED.

6.3. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Everchain MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES REGARDING THE WEBSITE, SERVICES OR ANY APPLICATIONS OR EXTERNAL SITES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT CORRECTNESS, ACCURACY AND RELIABILITY.

6.4. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Everchain DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE WEBSITE AND SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE WEBSITE AND SERVICES 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.

7. Limitation of Liability

7.1. SUBJECT TO SECTION 8 ABOVE, YOU UNDERSTAND AND AGREE THAT EVERCHAIN 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 EVERCHAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. SUBJECT TO SECTION 8 ABOVE, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE EVERCHAIN 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 SERVICES OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE **500 EUR**.

7.3. 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.

8. Prohibited Jurisdictions

8.1. Everchain maintains the right to select its markets and jurisdictions to operate in and may restrict or deny its services to certain countries.

8.2. Everchain also maintains the right to use various methods to prevent the use of the Website and its services by the Users listed above. You are to comply with this Section, even if Everchain's methods to prevent use of its services and the Website are not effective or can be bypassed.

8.3. Everchain may seize any funds from the Users in these jurisdictions and donate them to a charity at Everchain's sole discretion.

8.4. Use of the Website is void where prohibited by applicable law.

8.5. Everchain has the right to obtain your IP-address. If the IP-address is allocated in the prohibited jurisdiction (Section 10 hereunder), Everchain can deny you the access to the Website and providing services.

9. Permissible Use

9.1. 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 and our services.

9.2. 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.

10. Termination

10.1. These Terms shall enter into force for the User since the use of the Website and shall be in force for an indefinite period.

10.2. Everchain 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.

10.3. Everchain 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.

10.4. Everchain shall not give reasons of its actions.

10.5. Upon any termination of these Terms, Sections 2 – 11, 14 – 17 shall survive.

11. Modifying the Website

11.1. Everchain is constantly changing and improving the Website and its services.

11.2. Everchain has right to add or remove functionalities or features to the Website, or add or create new limits for using the Website and its services at any time

12. Governing Law and Arbitration

12.1. These Terms are governed by the laws of the Russian Federation. These Terms are to be treated in all respects as a Russian Federation contract.

12.2. We and you irrevocably and unconditionally submit to the exclusive jurisdiction, venue, and forum of the Russian Federation, and all courts competent to hear appeals therefrom.

13. Links to Third Party Sites

13.1. 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. Everchain does not check these sites and the content displayed on them for compliance with the applicable laws. Everchain 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.

13.2. 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 Everchain and the User shall terminate and the Everchain 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.

14. Copyright Protection

14.1. Using the Website does not give you ownership of any intellectual property rights in the Website, any software or the content you access.

14.2. The materials contained in the Website are protected by applicable copyright and trademark laws and treaties.

14.3. Use of search queries comprising a direct domain name or the brand name such as (but not limited to) EVERCHAIN, everchain.eu, everchain, etc. is prohibited in paid SEA advertisements used to attract affiliates.

15. Modifications

15.1. Everchain may revise these Terms at any time and without notice to you or third parties. Everchain reserves the right to make any changes retroactive.

15.2. 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.

16. Assignment

16.1. Everchain may transfer rights and obligations under these Terms to third parties without the additional consent of the User.

16.2. The User is entitled to assign its rights and obligations under these Terms to any third party only with prior written consent of Everchain.

17. Entire Agreement

These Terms constitutes the whole agreement between the Parties and supersedes any previous arrangements or agreements between them relating to the transactions contemplated in these Terms.

18. Severance and Validity

18.1. 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.

18.2. The remaining provisions of these Terms will remain in full force.

19. Costs

19.1. From time to time, Everchain may need to spend time dealing with issues brought to us by the Users.

19.2. Except as provided otherwise in these Terms, each Party shall pay its own costs and expenses in connection with the negotiation, preparation and performance of these Terms.

20. Miscellaneous

20.1. Nothing in these Terms shall be construed as creating a joint venture, an agency relationship or a legal partnership between Parties.

20.2. Everchain has the right to involve third parties for the fulfillment its obligations.

21. Modification

We are entitled to make changes to the Terms and to this Annex from time to time. If we make changes, We will update the Terms on the Website.

22. Miscellaneous

22.1. This Annex is an integral part of Terms and shall be construed in addition to those Terms.

22.2. If any provision of this Annex is determined to be unenforceable or void by a court of competent jurisdiction, that provision will be severed from the Annex and shall not affect other terms that will remain in full force and effect.

22.3. In everything else that is not regulated by this Annex, You shall be governed by provision of Terms.