

These Terms of Service are applicable if you make donations through Evershare.io in Great British Pounds (GBP).

Please read these Terms of Service carefully, they contain important information about your rights and obligations. Your privacy is paramount to us. Our Privacy Policy shows you how we protect it.

## **1. Introduction**

1. Please read these Terms of Service and our Privacy Policy carefully before using the website (www.Evershare.io) which is operated by Blockchain Ventures Ltd t/a Evershare.io (a private limited (Registration No:11090204) registered in the United Kingdom) and ('Evershare', 'the platform', 'open platform', 'our', 'we' or 'us').
2. By accessing or using www.Evershare.io ('our website') (whether you register to use our Services or not), you agree to be legally bound by these terms and conditions and our Privacy Policy as they may be modified and posted on our website from time to time.
3. If you do not wish to be bound by these Terms of Service then you may not use our website.

## **2. Nature of our website**

1. Our website provides opportunities to make tax-efficient charitable donations online to support charitable projects around the world ('Services'). Our website describes the Services in more detail. The website provides information about Evershare, and the projects and organisations which are featured on this site.
2. Please note that our website is available only to individuals that can form legally binding contracts under applicable law. Although the general information on our website is suitable for users of any age, you must be over 18 years to use the Services and the payment methods displayed on our website.

## **3. Using the Services on our website**

1. To use our Services you will need to follow the procedures set out on the Website.
2. Details of the procedures for payment and how we will process your donations are displayed on our website.
3. Any times or dates stated in relation to our Services are estimates only. We will make all reasonable efforts to provide Services within the time specified, but we do not accept liability for any failure to deliver within that time.
4. You may pay by scanning our unique QR codes which will connect your mobile banking wallet with our partner charity bank accounts.
5. We try to ensure that the information on our website about projects, their funding goals and the amounts which they have received to date is accurate, but sometimes there may be a delay in updating this information, or funding goals for a project may change. On rare occasions, a project may become ineligible for funding from Evershare

after we have received a donation from you but before we have transmitted the funds to your chosen project and we will not be able to process the donation in accordance with your original choice on using our website. If this happens we may contact you to ask your preference for which project to reallocate your funds to. If we are unable to obtain instructions from you about how to process your donation within a reasonable period of time, we reserve the right to distribute your donation to other projects in our absolute discretion.

6. We are entitled to refuse to process any donation placed by you. If your donation is accepted, we will confirm acceptance to you by emailing the email address you give us when you register on our website. The donation will then be processed by the date set out in the confirmation email.
7. You undertake that all details you provide to us for the purpose of using the Services offered on our website will be correct, that any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover any donation you make. We reserve the right to obtain validation of your bank details or verification of the authenticity and ownership of these payment methods before taking any other steps to process your donation.

#### **4. Refunds, Gift Aid and our Fees**

1. Once we have sent you the email confirming your donation, it is not possible for donations to be refunded.
2. We do not provide accounting, tax or financial advice and you should not rely on any information given on our website to determine the accounting, tax or financial consequences of making a donation using our Services.
3. A UK-taxed funder is eligible to request to claim Gift Aid on a GBP donation made through Evershare.io. In order for a donation to be classified as Gift Aid, the UK-taxed funder is required to have (i) paid the same amount or more in UK Income Tax or UK Capital Gains Tax in that tax year, as the amount of the Gift Aid claimed, and (ii) made a Gift Aid declaration that gives Evershare permission to claim such Gift Aid. You will be asked to make this declaration and provide personal details in order that we can make such Gift Aid claims.
4. We reserve the right to recover from you any funds we are required to repay to HM Revenue and Customs for any reason in connection with Gift Aid claimed on your donations, including any infringement of applicable rules relating to Gift Aid. More information about Gift Aid is available from HM Revenue and Customs.
5. We do not directly charge funders any fees for transactions on the platform. We receive our fees from receiving organisations based on terms & conditions agreed with them. Details on pricing are available in the 'Frequently Asked Questions' section of the website.

#### **5. Changes to our website**

1. We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of our website or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content, shall be subject to these terms and conditions.
2. Please note that although we try to ensure that the content of our website is accurate, it may contain typographical errors or other inaccuracies.

## 6. Information you provide to us

1. Our Privacy Policy explains how we may use any personal information you provide to us when using our website. By accepting these Terms of Service, you also accept and agree to our Privacy Policy.
2. In addition, the following terms also apply to all messages, emails, bulletin board postings, ideas, photographs, suggestions, concepts or other material submitted by you to us ('Content'):
  - a. you must own or have the right to submit Content for publication on our website and all Content submitted by you must be legal, honest, decent and truthful and comply with all applicable laws, Regulations, standards and/or codes of practice;
  - b. you must ensure that all Content submitted to us does not infringe the copyright, design, privacy, publicity, data protection, trade mark or any other rights of any third party, nor be obscene, abusive, threatening, libellous or defamatory of any person or be otherwise unlawful;
  - c. you must ensure that the Content does not advertise or otherwise solicit for funds and is not a solicitation for goods or services (other than encouraging other users of the website to make donations using Evershare's Services); and
  - d. we have the right to monitor Content and may edit, reject or remove Content if we believe it does not comply with the above and, in particular, we reserve the right to block incoming or uploading emails, comments and other Content if we believe that their content is or may be inappropriate or otherwise does not comply with the above.
3. You grant us a non-exclusive, irrevocable, royalty free, worldwide licence to publish all Content that you upload on our website or submit to us for publication. You have sole responsibility for the Content which you submit to us and you shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other pecuniary or consequential loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of the publication of Content submitted by you to us.
4. If you breach these terms and conditions then your permission to use this website terminates immediately. We retain the right to deny access

to our website any person when we reasonably believe they have failed to comply with these terms and conditions.

5. To provide services under the agreement we need to collect information about you. Under data protection law, we are what is known as the 'data controller' of your personal information. For more information about how we use your personal information, see our Privacy Policy. By entering into the agreement you are giving us permission to gather process and store your personal information for the purpose of providing our services to you. This doesn't affect any rights and obligations you or we have under data protection law. You can withdraw your permission by closing your account, which will end the agreement between you and us. If you do this, we'll stop using your information for the purpose of providing our services, but we may need to keep your information for other legal reasons.

## 7. Security

1. You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on our website. You may not share these with or transfer them to any third parties. You must notify us immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention, at [support@evershare.io](mailto:support@evershare.io)
2. This site is as secure as we can reasonably make it using encryption technology and adopting security and anti-virus practices routinely used and adopted as a matter of good practice. However, you should understand that every internet site, and any computer that connects to the internet, as well as all internet communication, is susceptible to attack by computer hackers and viruses. We will do all we reasonably can to protect this site and all internet communications passing between us and you, but we cannot be held responsible for:
  - a. any losses fairly attributable to your failure to take reasonable precautions to prevent interception of or interference with any such communications (including, without limitations) failure to use and keep up to date firewalls and anti-virus software on your own computer; or
  - b. any losses arising from fraudulent or unauthorised use of your credit or debit card or other forms of payment. If you become aware of fraudulent use or your card, or if it is lost or stolen, you should notify your card issuer.

## 8. Applicability of online materials

1. Unless otherwise specified all content and materials published on our website are presented solely for your private, personal and non-commercial use.
2. Our website is controlled and operated by Blockchain Ventures Ltd in Bath in the United Kingdom or by agents or contractors that may be appointed from time to time. Where content published on the website is

supplied by third parties, you understand that we do not control or endorse such content in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or offline) and the use of such content, except for content which relates directly to the products you purchase from us. You assume total responsibility and risk for your use of our website and use of all information contained within it.

3. We have used our best endeavours to ensure that Blockchain Ventures Ltd complies with UK laws. We make no representations that the materials on our website are appropriate or available for use in locations outside the UK. Those who visit our website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of our website and/or viewing of it, or use of any material or content on our website or services, or products offered through our website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use our website and you must exit immediately.
4. Evershare makes no representations and gives no warranties, express or implied that making the Services available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or Regulations. Accordingly, if making the Services or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Services are not offered to you. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to use the Services.

## 9. Copyright and monitoring

1. The contents of our website are protected by international copyright laws and other intellectual property rights. The owner of these rights is Blockchain Ventures Ltd, its affiliates or other third party licensors. All product and company names and logos mentioned in our website are the trademarks, service marks or trading names of their respective owners, including us. You may download material from our website for the sole purpose of using our Services. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, for any other purpose except where expressly permitted to do so.
2. We own all the intellectual property in our products (for example, on our website, our logo and metrics). You must not use our intellectual property as your own, except to enjoy our products. You also must not reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition).

## 10. Linked sites

1. Evershare makes no representations whatsoever about any other websites which you may access through our website or which may link to our website. When you access any other website you understand that it is independent from Evershare and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or webmaster.

#### **11. Availability of our website**

1. We will try to make our website available but cannot guarantee that our website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

#### **12. Liability**

1. We promise that our Services will be provided with reasonable skill and care.
2. We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to our Services, our website or any information provided through our website.
3. We will do our best to ensure that all materials and information published on our website are accurate, but please note that all content, materials and information on our website are provided on an 'as is' basis and you assume total responsibility and risk for your use of our website and use of all information contained within it.
4. We accept no liability for any indirect or consequential loss or damage, or for any direct or indirect loss of data, profit, revenue or business in each case, however caused, even if foreseeable. This means that we will not pay damages for any losses that are not directly associated with an incident that causes you to claim against us. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website or its contents, then we do not accept any liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of Evershare or our agents or any other person or entity.
5. If we are liable to you for any reason, our liability will be limited to the amount of any donation you have made using the Services. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.

6. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for accuracy of data input and output.
7. The limitations and exclusions in this clause do not affect your non-excludable statutory rights, and only apply to the extent permitted by applicable law.

### 13. General

1. We may, but you may not, assign any rights and/or transfer, subcontract or delegate any obligations under these terms and conditions, and/or charge or deal in any other manner with these terms and conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause 13 point 13.1 shall be ineffective. These terms and conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.
2. We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. You should check the terms and conditions on the website regularly.
3. These terms and conditions together with the Privacy Policy, and any payment method instructions, are the whole agreement between you and Evershare. These terms may, however, be superseded by expressly designated legal notices or terms located on other particular pages of our website. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by Evershare or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these terms and conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the terms and conditions, privacy policy, order form and payment method instructions.
4. If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.
5. These terms and conditions and your use of our website are governed by English law and you submit to the non-exclusive jurisdiction of the English court.

6. Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.
7. These terms and conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **14. Complaints and reporting faults or misuse**

1. If you have any complaints or wish to report any technical problems with our website or misuse by other users, please contact us by email at [support@evershare.io](mailto:support@evershare.io) or by writing to Blockchain Ventures 47 Englishcombe Lane, Bath BA2 2EE

#### **15. Termination**

1. Evershare reserves the right, at its sole discretion, to immediately and without notice suspend or permanently deny your access to all or part of the Website and associated services. The obligations contained herein will continue to apply to your past use.
2. Upon termination or suspension or denial of access to the Website and associated services, funds already received on your behalf by Evershare will be handled in accordance with the provisions above, provided that any potential payment (where applicable) may be delayed where Evershare conducts an investigation regarding your use of the Website and associated services and Evershare may decide to refuse to pay funds across to you where you have breached these Terms. In such circumstances Evershare may authorise a refund of donations to funders.

#### **16. Replacement**

1. These terms and conditions replace all other terms and conditions previously applicable to the use of our website.