

WEBSITE DISCLAIMER

Eva

VERSION

0.01

SUMMARY

Preventive warranty disclaimer for the website.

Last update | Monday, October 29th, 2018

CONTRACTUAL RELATIONSHIP

The website disclaimer, hereafter "term", governs the access or use by you, an individual, from within any country in the world of the website, hereafter "website", made available by Eva Foundation, hereinafter "Eva", a not-for-profit corporation with limited liability under Canadian law, whose offices is located at 160 Saint-Viateur Street East, Office 710, Montreal, Quebec, Canada, H2T 1A8, registered with Innovation, Science and Economic Development Canada, under the Canada Not-for-Profit Corporations Act (SC 2009, chapter 23), under number of incorporation 1098392-6.

[Read these terms carefully before accessing or using the services.](#)

GENERAL

By accessing and using the website, you agree to the following terms as they may be modified, changed, supplemented or updated from time to time, as well as all applicable laws and regulations. Please read the following terms and conditions carefully. If you do not agree to all of these terms, please do not use the website or any information, links or content contained on the website. Your access to and use of the website constitutes your acceptance of and agreement to abide by each of the terms set forth below. If you are using the website on behalf of your organization, that organization accepts these terms.

These terms may be modified, changed, supplemented or updated by Eva in its sole discretion at any time without advance notice. Eva suggests that you visit the website regularly to keep up to date with any changes. Your continued use of the website will confirm your acceptance of these terms as modified, changed, supplemented or updated by us. If you do not agree to such revised terms you must stop using the website and any information, links or content contained on the website.

USE OF WEBSITE

The purpose of the website is to provide you with you some general information about the software being developed by Eva. You must not breach any of the following terms set out below.

OPEN SOURCE SOFTWARE

Eva may make, but is not obligated to make, the source code for the software Eva develops available for download as open source software. You agree to be bound by, and comply with, any license agreement that applies to this open source software. You will not indicate that you are associated with Eva in connection with your use, modifications or distributions of this open source software.

When Eva hosts any software and enable you to access and use such software through the websites including the website, then these terms will apply to such access and use, as well as any license agreements that Eva may enter into with you.

THIRD PARTY CONTENT

We may display third-party content, advertisements, links, promotions, logos and other materials on the website, hereinafter "third party content", for your convenience only. Eva does not approve of, control, endorse or sponsor any third parties or third party content, and Eva makes no representations or warranties of any kind regarding such third party content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any third party content, and any third party that provides third party content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. Eva is not responsible for any of the content on third party sites linked to the website nor can it be assumed that Eva has reviewed or approved of such sites or their content, nor do Eva warrants that the links to these sites work or are up to date.

1. USER CONTENT

If you post, upload, input, provide or submit your personal data to Eva, including without limitation, your name, email address, Internet protocol address, crypto-currency address, text, code or other information and materials, sign up to Eva's mailing list or create an account on the website, hereinafter "user content", you must ensure that the user content provided by you at that or at any other time is true, accurate, up to date and complete and that any user content you post, upload, input, provide or submit to Eva or via the website do not breach or infringe the intellectual property rights of any third party. Eva does not own, control or endorse any user content that is transmitted, stored or processed via the website or sent to Eva is not responsible or liable for any user content. You are solely responsible and liable for all of your user content and for your use of any interactive features, links or information or content on the website, and you represent and warrant that (a.) you own all intellectual property rights, or have obtained all necessary permissions, to provide your user content and to grant the licenses in these terms; (b.) your user content will not violate any agreements or confidentiality obligations; and (c.) your user content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

You are entirely responsible for maintaining the confidentiality of your user content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your account, if any. You agree to notify Eva immediately of any unauthorized use of your user content, account or any other breach of security. Eva will not be liable for any loss or damages that you may incur as a result of someone else using your user content or account, either with or without your knowledge. However, you could be held liable for losses incurred

by the Eva parties, as defined below, or another party due to someone else using your user content or account. You may not use anyone else's user content or account at any time without the permission of such person or entity.

By posting, uploading, inputting, providing or submitting your user content to Eva, you grant Eva, its affiliates, cooperative communities, hereinafter "managers", and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your user content and sub-license such rights to others.

You must immediately update and inform Eva of any changes to your user content by updating your personal data by contacting us at support@eva.coop, so that Eva can communicate with you effectively and provide accurate and up to date information to you.

Although Eva has no obligation to screen, edit or monitor user content, Eva reserves the right, and have absolute discretion, to remove, screen or edit user content. Furthermore, if Eva has reason to believe that there is likely to be a breach of security, breach or misuse of the website or if you breach any of its obligations under these terms, Eva may suspend your use of the website at any time and for any reason.

Any user content submitted by you on the website may be accessed by Eva globally.

2. SHARE AN IDEA

If you decide to submit questions, comments, suggestions, ideas, original or creative materials or other information to Eva, hereinafter "shared ideas", you do so on your own accord and not based on any request or solicitation from Eva. Shared ideas do not include user content. Eva reserves the right to use shared idea for any purpose at no charge and without compensation to you. Do not send Eva any shared idea if you expect to be paid or want to continue to own or claim rights to your shared idea. The purpose of these terms is to avoid potential misunderstandings or disputes if Eva's products, services, business ideas or business strategies might seem similar to ideas submitted to Eva as a shared idea. If you decide to send Eva a shared idea, you acknowledge and understand that the Eva parties make no assurances that your shared idea will be treated as confidential or proprietary.

3. AGGREGATE INFORMATION

Eva may gather information and statistics collectively about all visitors to the website, which may include the information supplied by you. This information helps Eva to design and arrange the website in a user-friendly manner and to continually improve the website to better meet the needs of website's users. Eva may share this kind of aggregate data with selected third parties to assist with these purposes.

4. INTELLECTUAL PROPERTY

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5. ANUNAUTHORISED REPRODUCTION

You may only access, use and print the information and material on the website for non-commercial or personal use provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices.

You must not otherwise reproduce, adapt, store, transmit, distribute, print, display, commercialise, publish or create derivative works from any part of the content, format or design of the website.

If you seek to reproduce or otherwise use the content on the website in any way it is your responsibility to obtain approval from Eva, for such use. Nothing in these terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Eva or any third party, whether by estoppel, implication or otherwise. Any unauthorised reproduction is prohibited.

UNACCEPTABLE USE POLICY

You must only use the content or services provided through the website for their stated purpose. You must not use the website for the following purposes.

- a. Publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libellous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- b. Display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- c. Interfere or violate the legal rights, such as rights of privacy and publicity, of others or violate others use or enjoyment of the website;
- d. Violate any applicable laws or regulations;
- e. Use the website or links on the website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using the website or links on the website or that could damage, disable, overburden or impair the functioning of the website or Eva's servers or any networks connected to any of Eva's servers in any manner;
- f. Create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of the website or an Eva representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
- g. Mislead or deceive Eva, Eva's representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
- h. Disguise the origin of any material transmitted through the services provided by the website, whether by forging message/packet headers or otherwise manipulating normal identification information;

- i. Violate, infringe or misappropriate any intellectual or industrial property right of any person, such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party, or commit a tort;
- j. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- k. End, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings, without first confirming the authenticity of the warning, or any other form of unauthorised advertising or promotional material;
- l. Access any content, area or functionality of the website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of the website;
- m. Obtain unauthorised access to or interfere with the performance of the servers which host the website or provide the services on the website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;
- n. Attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of Eva's servers through hacking, password mining, or any other means;
- o. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the website or its services;
- p. Harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;
- q. Use any part of the website other than for its intended purpose, or/and;
- r. Use the website to engage in or promote any activity that violates these terms.

INDEMNIFICATION

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Eva and its respective past, present and future third party providers, managers, users, members, volunteers, employees, officers, directors, contractors, consultants, EVA utility token holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, hereinafter "Eva parties", from and against all claims, damages, liabilities, losses, costs and expenses, including attorneys' fees, that arise from or relate to: (a.) your access to or use of the website, products or services; (b.) your user content; (c.) any shared idea you provide; or (d.) your violation of these terms.

Eva reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Eva.

ABDICATION

The website and all information, products and services provided through the website are provided as is and on an as available basis without any representations, warranties, promises or guarantees whatsoever of any kind including, without limitation, any representations, warranties, promises or guarantees regarding the accuracy, currency, completeness, adequacy, availability, suitability or operation of the website, any products or services we may provide through it or the information or material it contains.

Each of the Eva parties disclaim all representations and warranties, whether express, implied or statutory, with regard to the foregoing, including, without limitation: (a.) any warranty with respect to the content, information, data, services, availability, uninterrupted access, or services or products provided through or in connection with the website; (b.) any warranties that the website or the server that makes it available are free of viruses, worms, Trojan horses or other harmful components; (c.) any warranties that the website, its content and any services or products provided through it are error-free or that defects in the website, its content or such services or products will be corrected; (d.) any warranties of title or implied warranties of merchantability or fitness for a particular purpose; (e.) any warranties that the website will be compatible with your computer or other electronic equipment; and (f.) any warranties of non-infringement. The materials and related graphics published on the website could include technical inaccuracies or typographical errors. Changes are periodically added to the information contained on the website. The Eva parties may make improvements and/or changes to the website, its products, services and/or the materials described on the website at any time.

In addition, to the maximum extent permitted by law, none of the Eva parties shall be responsible or liable for the following situations.

- a. Any loss, liability, cost, expense or damage suffered or incurred arising out of or in connection with any access to or use of the Website or any of its content;
- b. Any reliance on, or decision made on the basis of, information or material shown on or omitted from the website;
- c. Any representation or otherwise in respect of the existence or availability of any job, vacancy, assignment or other engagement or appointment advertised on the website, if any, and any representation or otherwise that Eva has or will ask for a candidate's information, will or has asked to interview or hire a candidate, or that any candidates will meet its needs;
- d. Any matter affecting the website or any of its content caused by circumstances beyond Eva's reasonable control;
- e. The performance of the website and any fault, delays, interruptions or lack of availability of the website and any of the services or products provided through the website, which may occur due to increased usage of the website, intermittent failures of the website or the need for repairs, maintenance or the introduction of new facilities, products or services, and;
- f. Any information or material on any website operated by a third party which may be accessed from the website.

In no event will the Eva parties be responsible or liable for any claims, damages, liabilities, losses, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special, including damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses, regardless of whether the Eva parties have been advised of the possibility of such damages, liabilities, losses, costs or expenses, arising out of or in connection with: (a.) the use or performance of the website; (b.) any provision of or failure to provide the website or its services, including without limitation any links on the Website); (c.) any information available from the website; (d.) any conduct or content of any third party; (e.) unauthorized access, use or alteration of the transmission of data or content to or from Eva; or (f.) the failure to receive in any way the transmission of any data, content, funds or property from you. In no circumstances will the aggregate liability of the Eva parties arising under these terms exceed five Canadian dollars (\$5.00).

GENERAL

These terms are governed by the laws of the Canada. All claims arising out of or relating to these terms will be litigated exclusively in the courts of the Canada and you and Eva consent to personal jurisdiction in those courts.

These terms control the relationship between you and Eva. They do not create any third-party beneficiary rights. If you do not comply with these terms, and we do not take action right away, this does not mean that Eva is giving up any rights that Eva may have, such as taking action in the future. If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable and this will not affect any other terms contained herein.

If you have any questions regarding these terms, please send an email to support@eva.coop.