

## **EVODA TERMS OF USE**

### **1. INTRODUCTION**

EVODA TERMS OF USE govern the use of the website evoda.net provided by CAPITAL V NETWORK LIMITED (“EVoda”).

### **2. EFFECTIVE DATE**

EVODA TERMS OF USE will be in effect as of October 19, 2020 with all its terms. You must agree to all terms stated hereunder in order to use the services on evoda.net available to businesses and participating merchants (“Provider”). Provider accepts to be bound by EVODA TERMS OF USE at the time of using any of the services on evoda.net.

### **3. SERVICES ON EVODA.NET**

EVODA aims to assist existing and potential merchants using evoda.net (“Provider”) to promote their products and services to existing and potential customers via its promotion and marketing services it serves through evoda.net.

### **4. DEFINITIONS**

Discount rate	: Refers to the fixed discount rate that offered by the Provider for its services or products, and will be stated as a discount ticket on evoda.net
Dream Ticket	: Refers to the discount ticket with more than 90% discount specific to the selected Providers.
EVODA Membership Club	: EVODA is a membership club while offering services to Providers who are non-member users (“user”) as well.
Golden Ticket	: Refers to the discount ticket presented on evoda.net offering more than 50% discount.
Provider	: The merchant providing a content subject to a discount, on EVODA. Provider shall be eligible to use evoda.net and possess the legal competence to act as a merchant on evoda.net

### **5. MEMEBERSHIP**

Provider shall provide an up-to-date e-mail address which is used as a main working e-mail address whether it is a personal or a business e-mail address. After completing the registration process by creating an account, Provider will be required to send its registration ID to info@evoda.net to activate their panel by the confirmation of EVODA.

### **6. RIGHTS AND OBLIGATIONS OF PROVIDER**

1) Provider has its own control panel on its own activities through evoda.net, enabling to add or edit services subject to discount tickets. Control panel enables Provider to access the dashboard in exclusive use of Provider, access the information regarding the buyer and user of the discount tickets. Provider is the only responsible for such activities on its own account.

2) In the event of any dispute regarding the method of determining the potential user of a ticket, the authorized account holder of the e-mail address provided to EVODA at the time of account creation will be deemed a qualified user.

3) All the information and content provided by the Provider is under Provider's responsibility. Provider is liable to ensure the legitimacy of the discount tickets and to check all the tickets to not broadcast any expired ticket or service.

4) Providers are required to check the user information through the control panel and confirm that only the buyer or her/his first-degree family members benefits from the discount. Detecting any use contrary, is a reason to disqualify the discount. Provider shall report such use to EVODA as soon as possible.

5) Following the use of discount ticket is completed in accordance with EVODA TERMS OF USE, Provider notifies EVODA regarding the completion of the ticket usage period, via the control panel options, via e-mail or telephone.

6) Provider shall notify EVODA in case of any change of its address, number, logo, name, cancellation of its services, or dissolution of Provider's company or activities for any reason.

7) Provider is responsible for any statements, photographs and any other content it provides for its services and products. In case of dissatisfaction and complaints from the user for this reason, EVODA is authorized to remove the relevant service of the Provider or to close Provider's account completely.

8) Provider is the only responsible for its customer communication and transaction process, as well as other users of evoda.net.

## **7. RIGHTS AND OBLIGATIONS OF EVODA**

1) Besides all the terms stated in this EVODA TERMS OF USE, EVODA may also offer Golden Tickets for Providers offering a discount rate higher than 20% or those already a member of EVODA Membership Club.

2) Providers may apply discounts under Golden Tickets with higher discount rates, by determining the time limit which is not less than one (1) day and up to one (1) month. The discount period in this case, starts as from the posting date.

3) Providers shall determine the service or product subject to the Golden Ticket and the maximum number of customers that can benefit from the discount. Any services or products may be subject to Golden Ticket unless the discount falls below 50%.

4) EVODA may offer Dream Tickets, which will offer more than 90% discount on some of the products or services of the Providers EVODA determines each season. This discount will only be applied to the Providers who;

i. Have offered 40% and higher discount rate.

ii. Are also a member of EVODA Membership Club

5) EVODA has the right to remove or change the content provided on evoda.net at any time and in any way without notifying the Provider for updates or other reasons. Changes made by EVODA on evoda.net take effect from the moment they are broadcasted, and Provider agrees to accept each broadcasted change at their first visit after the change. Any changes to be made in this EVODA TERMS OF USE will be published on this page and will be effective from the moment of its publication.

6) EVODA reserves the right to restrict access to evoda.net partially or completely.

## **8. ABUSE AND CANCELLATION**

1) Although EVODA does not review the content broadcasted on evoda.com by the Provider or the users, EVODA reserves the right to edit or remove the content without notice. EVODA reserves the right to cancel, suspend and/or modify the content, or any part of it, or the payment of any ticket amounts at any time without obligation, including, without limitation, if any commitment to fraud, falsifying information, technical failures, access and use of others' data, or acting illegally against the business interests or defamatory for EVODA. Without limiting anything in EVODA TERMS OF USE, EVODA reserves the right, terminate or suspend the account of Provider.

2) Use of any automated means or more than one account to participate is prohibited and will result in termination all agreements of the holder of such accounts. x

3) Provider agree not to broadcast or post any content that is offensive, defamatory, threatening, harassing or obscene, promoting discrimination or illegal activities, content that is in violation of any law or regulation; or any other content that is or could be considered inappropriate all as determined by the other Providers, users or EVoda.

## **9. INTELLECTUAL PROPERTY RIGHTS**

All rights of the services presented on evoda.net, including trade secrets, know-how, technology, including all copyrights, trademarks, patents and other intellectual property rights, is solely and exclusively proprietary to EVODA or its licensors. Provider shall have no rights whatsoever in any of such property. Provider understands and acknowledges that the services, contents and any information presented through evoda.net will be deemed as confidential information of EVODA or its licensors. Nothing in EVODA TERMS OF USE will be deemed to grant to Provider an ownership interest in the services, in whole or in part. Provider agrees not to copy, distribute, modify, reproduce, remove, delete, expand, add to, publish, adapt, translate, license, participate in the transfer or sale of, display or perform, broadcast, create derivative works from, or in any way exploit any of the works, in whole or in part. Such activities are strictly prohibited. Provider agrees that EVODA's and its licensors' remedies for breach of EVODA TERMS OF USE may be in equity by way of injunctive or other equitable relief.

## **10. LIMITS OF LIABILITY**

1) EVODA does not give any guarantee that evoda.net does not contain any technical errors or harmful elements and will not cause a breakdown or access block for this reason. Provider acknowledges that due to such circumstances within or outside of EVODA's control, access to evoda.net may be interrupted, suspended or terminated.

2) EVODA will not be held responsible for the partial or total restriction or blocking of access to evoda.net, or the unavailability of evoda.net for any reason, regardless of the date or time. Provider accepts and undertakes that he will not make any requests from EVODA for these reasons.

3) EVoda, shall never be liable for any indirect, incidental, special, consequential or punitive damages arising out of or related to Provider's use of the site, the content, statements and any other information, the products or services accessible or available through the evoda.net or the terms stated hereunder.

4) EVoda, hereby expressly disclaim any complaints regarding any content or practice on the third-party websites. Access to third party websites through the links provided on evoda.net is at Provider's or the user's own risk.

## **11. DISPUTE RESOLUTION**

Any disputes arising out of or related to EVODA TERMS OF USE shall be governed by the laws of the England and Wales irrevocably consent to the exclusive jurisdiction and venue of the courts of London.

## **12. ENTIRE AGREEMENT**

1) If any provision of EVODA TERMS OF USE is void or invalid, only the said provision will be ineffective within the framework of the aforementioned invalidity and this invalidity will not override the remaining part of the provision or other provisions of EVODA TERMS OF USE.

2) The fact that EVODA does not use its rights regulated hereunder partially or completely does not mean that EVODA waives its rights.

### CAPITAL V NETWORK LIMITED (EVODA)

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