

# Terms of Use – End User

## 1. WEBSITE USE

### 0. Introduction

EVERGO, Ltd and/or its affiliates part of the Mannai Tech group of companies (“MANTEC,” “EVERGO” “we,” “us,” and “our”) provides this web site (the “Web Site”) subject to these Terms of Use and all modifications thereto (“Terms of Use”). “You”, “you” and “your”, refer to each company, supplier, or person that uses this Web Site. All personal information collected through this Web Site is subject to our Privacy Statement which is incorporated herein by reference.

### 1.1 Acceptance Of Terms Through Use

BY ENTERING AND USING THIS WEB SITE, YOU SIGNIFY YOUR AGREEMENT TO THIS TERMS OF USE. IF YOU DO NOT AGREE TO ABIDE BY THIS TERMS OF USE, PLEASE DO NOT ACCESS OR USE THIS WEB SITE. WE MAY, AT OUR SOLE DISCRETION, UPDATE OR REVISE THIS TERMS OF USE AT ANY TIME. ANY UPDATES OR REVISIONS OF THIS TERMS OF USE WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE WEB SITE. PLEASE CHECK THIS TERMS OF USE PERIODICALLY FOR UPDATES OR REVISIONS. YOUR CONTINUED ACCESS OR USE OF THIS WEB SITE FOLLOWING THE POSTING OF ANY UPDATES OR REVISIONS TO THIS TERMS OF USE CONSTITUTES CONFIRMATION OF YOUR ACCEPTANCE OF THIS TERMS OF USE AS UPDATED OR REVISED.

### 1.2 License

EVERGO grants you a limited, nonexclusive, revocable license to access and make personal, non-commercial use of the EVERGO Web Site. Further, EVERGO grants you a limited, nonexclusive and revocable right to create a hyperlink to the EVERGO Web Site, provided your link does not portray EVERGO, its affiliates, the EVERGO suppliers, or their respective goods or services in a false, misleading, derogatory, or otherwise offensive manner.

### 1.3 Electronic Communications

You agree that we may communicate with you electronically by way of e-mail or by posting notices on the Web Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### 1.4 Conditions And Restrictions On Use

Use of this Web Site is governed by this Terms of Use. You agree to comply with all procedures, rules and policies established by us (and communicated



electronically by us to you by way of e-mail or by posting notices on this Web Site), and all applicable federal, state, and local laws and regulations, including without limitation, the Communications Decency Act (47 U.S.C. § 223 et. seq.) and the Digital Millennium Copyright Act (17 U.S.C. § 101 et. seq.). You agree to use this Web Site only for lawful purposes.

You agree that you are responsible for obtaining access to the Web Site, including, but not limited to any third-party fees (such as Internet service provider or airtime charges) involved in obtaining access and for all equipment necessary to access the Web Site.

You may not post on or transmit through the Web Site any data, text, music, sound, photographs, graphics, video, messages or other material ("User Content") that (i) is defamatory, unlawful, harassing, abusive, threatening, obscene, hateful, sexist, or racially or ethnically offensive; (2) constitutes a breach of any person's privacy or publicity rights; (2i) violates any statute, regulation or ordinance; (iv) promotes software or services that deliver unsolicited mail; or (v) promotes, encourages, or facilitates terrorism or other activities that risk the national security of the Kingdom of Bahrain.

You may not upload, post, e-mail or otherwise transmit any User Content on or through the Web Site that (i) contains any viruses, Trojan horses, worms, cancel bots, time bombs, spyware or other computer programming routines that may damage or interfere with the operations of the Web Site or with other users of this Web Site, (2) is knowingly untrue, inaccurate or misleading, or (2i) interferes with the operation of the Web Site in any manner.

You further agree that you will not:

A. Impersonate any person or entity, including, but not limited to, an EVERGO officer, director, employee or representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;

B. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted on or through the Web Site;

C. Infiltrate or otherwise seek to gain unauthorized access to, or compromise the integrity of, the Web Site;

D. Harvest, collect or store information about the users of this Web Site or the User Content posted by others on this Web Site or use such information for any purpose inconsistent with the purpose of this Web Site;

E. Use any automated procedure to gather information or data from the Web Site by means of what is commonly called a "bot" or otherwise;

F. Interfere with or disrupt the Web Site or servers or networks connected to the Web Site, or breach or attempt to breach the security of software, networks, servers, data, computers or other hardware relating to the Web Site (or that of



any third-party that is hosting or interfacing with any part of the Web Site);

G. Create any frames at any other Web sites pertaining to or using any of the information provided through the Web Site, or promote bonus items, giveaways, random drawings, contests or prizes on the Web Site; or

H. Duplicate, copy or otherwise exploit the Web Site or its contents for commercial purposes.

EVERGO MAY, AT ITS SOLE DISCRETION, SUSPEND OR TERMINATE YOUR ACCESS TO THIS WEB SITE, WITHOUT PRIOR NOTICE, IF EVERGO BELIEVES THAT YOUR CONDUCT FAILS TO CONFORM TO THIS TERMS OF USE.

### **1.5 Intellectual Property**

Nothing within the Terms of Use and this Web Site shall be construed as conferring any license under the Terms of Use of any of EVERGO's intellectual property rights, or those of a third-party, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that certain content available through and used to operate this Web Site is protected by copyright, trademark, patent, or other proprietary rights by us and our affiliates, licensors, and service providers. You agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available by us in connection with this Web Site. You agree not to use any of the trademarks or service marks or other content accessible through this Web Site for any purpose other than the purpose for which such content is made available to you. You agree not to defame or disparage us, our trademarks or service marks, or any aspect of this Web Site. You agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer this Web Site or any software or programs used in connection with this Web Site. EVERGO will enforce its intellectual property rights to the full extent of the law. Any unauthorized use of EVERGO's materials may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy, and publicity rights.

### **1.6 Claims Of Copyright Infringement And Other Disputes**

If you believe that a Product infringes upon your copyrighted works, please contact us. If you notify EVERGO of any book, information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, User Content and other material on the EVERGO Web Site (collectively "Content") that is allegedly infringing, defamatory, damaging, illegal, or offensive, EVERGO may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such Content from the EVERGO Web Site. EVERGO may disclose any Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (2) if such disclosure is necessary or appropriate to operate the EVERGO Web Site; or (2i) to protect the rights or property of EVERGO and its officers, directors, employees, agents, third-party content providers, EVERGO Suppliers, sponsors, and licensors and any other user.



### **1.7 Unsolicited Idea Submission Policy**

In order to avoid potential misunderstandings or disputes when EVERGO's services or marketing strategies might seem similar to ideas submitted to EVERGO, we adhere to a strict policy of not accepting unsolicited ideas. EVERGO or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved services or technologies, service enhancements, processes, techniques, methods, systems, designs, plans, charts, concepts, other materials, marketing plans or new service names. Please do not send any original creative artwork, suggestions, ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials to EVERGO or anyone at EVERGO. If, despite our request that you not send us your ideas, you still send them, then regardless of what your letter or transmission says, such submissions will be considered non-confidential and non-proprietary, provided, however, that the foregoing shall not apply to personal (as opposed to technical or business) information that identifies an individual and that is subject to our Privacy Policy contained elsewhere on this site. In addition, such submissions will automatically become the property of EVERGO, without compensation to you, and EVERGO will have no obligations with respect to such submissions.

### **1.8 Links To Other Web Sites**

Although this Web Site may be linked to other web sites, EVERGO is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked web site, unless specifically stated herein. EVERGO is not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their web sites. EVERGO does not assume any responsibility or liability for the actions, Products, and content of any other third parties. You should carefully review the privacy statements and other conditions of use or any web site which you access through a link from this Web Site. Your linking to any other off-site pages or other web sites is at your own risk.

### **1.9 Additional Terms**

If any provision of this Terms of Use is held to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Terms of Use, and any part of such provision not held invalid or unenforceable shall remain in effect. If such holding of invalidity or unenforceability is based on a measure of liability, performance, or time set as a standard in this Terms of Use, such provision shall be replaced by a legally valid measure of liability, performance, or time which is as close as possible to that originally specified. Notwithstanding anything herein to the contrary, the "Warranty Disclaimer" and the "Limitation of Liability" language shall survive the termination of this Terms of Use.

The provisions of this Terms of Use will inure to the benefit of and be binding upon EVERGO and its successors and assigns, and you and your heirs, executors, administrators, successors, and personal representatives, and all



persons you represent and their respective successors, assigns and related persons.

You and the persons you represent may not assign this Terms of Use or the rights and obligations under this Terms of Use without the express prior written consent of EVERGO, which may be withheld in EVERGO's sole discretion.

EVERGO may assign this Terms of Use and its rights and obligations under this Terms of Use without your consent or the consent of any persons you represent.

Nothing contained in this Terms of Use shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint-venture or partners for any purpose.

EVERGO'S FAILURE TO ENFORCE ANY PROVISION OF THE TERMS OF USE OR TO ACT WITH RESPECT TO A BREACH OF THE TERMS OF USE BY YOU SHALL NOT BE DEEMED A WAIVER OF SUCH PROVISION NOR OF EVERGO'S RIGHT TO ACT WITH RESPECT TO SUBSEQUENT OR SIMILAR BREACHES, NOR OF EVERGO'S RIGHT TO ENFORCE SUCH PROVISION.

### **1.10 Addresses**

EVERGO – according to the details mentioned on the [www.EVERGOAPP.com](http://www.EVERGOAPP.com) website/application Contact section

## **2. Payment Services**

### **2.1 Acceptance of Payment Terms**

By using this Website/application or by using our Services, you agree to these Payment Terms.

These Payment Terms apply to your use of the EVERGO Service. The Payment Terms constitute a legally binding agreement between you and EVERGO. EVERGO's Terms of Use, Privacy Statement, and Prohibited Products List are hereby incorporated into the Agreement by reference. You shall review the Payment Terms in their entirety before using our Service.

### **2.2 Description of Our Services**

One of our main services is payment processing. As part of our Service, we will store information that you give us, including your Payment Instrument. We will use this information to process your payment through the appropriate Card network or bank. You may use our Service to purchase goods or services from Service Providers. EVERGO provides payment processing and payment transaction settlement services to you, as the Buyer, and to the Service Provider. EVERGO does not provide you with credit. We are not a depository institution. EVERGO is not a party to your purchase of any product or service from the Service Provider. EVERGO is not a Buyer or a Service Provider under



your transaction with the Service Provider. EVERGO is an independent contractor between you and the Service Provider. EVERGO cannot control the goods or services provided by the Service Provider. EVERGO does not assume liability over the goods or services sold to you by the Service Provider.

We or our payment processing partners may conduct fraud and other background checks. We may delay the processing of Payment Transactions that appear suspicious or involve fraud or other misconduct. We may also delay the processing of Payment Transactions that are illegal or violate the Payment Terms or other EVERGO policies.

### **2.3 Use of Our Services**

You shall use the Service in accordance with the Agreement.

#### **Payment Methods**

You shall provide us with an accurate and correct Payment Instrument to complete your Payment Transactions with the Service Provider. If you fail to provide us with an accurate Payment Instrument, then the following may occur: (1) Your Payment Transaction may be improperly executed; (2) Your Payment Transaction may be denied; (3) Your Payment Transaction or your Payment Instrument may be marked as fraudulent; (4) Your Payment Transaction may be delayed; and/or (5) Your Payment Transaction may be blocked. EVERGO may verify with third parties all information you provide us, including your Payment Instrument.

#### **Payment Methods**

The current payment methods available are credit or debit cards from Visa, MasterCard, American Express.). EVERGO may add or remove payment methods without any liability to you. Our current payment gateway partner for users in the Kingdom of Bahrain is TAP ([www.tap.company](http://www.tap.company)).

#### **Blocked Transactions**

EVERGO may block your Payment Transaction in its sole discretion. In addition, EVERGO may block the transaction or refuse a Payment Transaction in the following circumstances: (1) For the security of the Payment Instrument; (2) Suspected unauthorized or fraudulent use; (3) For risks relating to EVERGO's legal obligations; (4) For risks relating to any Dispute, Chargeback, claim, reversal, fees, fines, or penalties; (5) For risks relating to sales of goods or services from Service Providers that are on the Prohibited Products List; (6) In the event that you have exceeded our purse limits, as described below; (7) Where it would be unlawful to allow the Payment Transaction; or (8) Other circumstances where we must abide by legal obligations as a payment services provider, including our legal obligations under anti-money laundering, anti-terrorist financing, or similar related laws.

#### **Further Information**

EVERGO may obtain further information about you. This information may



include credit or background inquiries or other further information. We may use this information to process your Payment Transaction, verify you're Payment Instrument, or to verify the information you provide us. You authorize us to conduct these inquiries as we deem appropriate.

We may confirm the validity of the bank or wire transfer with your financial institution. We may confirm that your Payment Instrument is in good standing with the Card-issuing bank. This confirmation may involve requesting a payment authorization or other actions. Furthermore, you shall provide EVERGO with any further information necessary to assist EVERGO in complying with its legal obligations, including anti-money laundering laws and/or anti-terrorist financing laws. This further information may include identification documents, passports, or other documents.

### **Transaction and Purse Limit**

EVERGO may limit any of your transactions, series of your transactions, your total running transaction amount, or the frequency of your transactions. We maintain the right to change, suspend, or discontinue the Service, or any aspect thereof, at any time without notifying you and without liability. We may impose access restrictions or limits, or both, on features without notice and without incurring liability. We may also refuse either your or the Service Provider's request to process a transaction, without notice or liability.

### **Payment of Fees**

Absent any conditions outlined in this Payment Terms, you will not be charged for the use of the Service. However, fees, taxes, VAT, shipping, insurance, or exchange rates may be assessed based on: (1) Your agreement with the Service Provider at the time of purchase; (2) Your State, Province, or Country; and/or (3) The financial institution that issued your bank account or your Card; all of which EVERGO has no control over. When a charge is assessed to complete the processing of a transaction, you authorize us to debit your Payment Instrument. You further authorize us to credit your Payment Instrument in cases where there has been a reversal, refund, or adjustment. EVERGO is not liable for the Service Provider's failure to accurately display any fees or taxes.

## **2.4 Recurring Payments**

### **Recurring Payments**

If you have signed up for a Recurring Payment through a Service Provider's website/application, then you hereby consent to EVERGO's deducting those amounts from your Payment Instrument periodically. EVERGO may debit your Payment Instrument to process Payment Transactions on the dates that you and the Service Provider have agreed. EVERGO is not required to verify the accuracy of the amount or frequency of the Recurring Payments submitted to EVERGO by Service Providers. Exchange rates that will be used on the Payment Transaction related to a particular Recurring Payment will be determined based on the day that Recurring Payment is to be charged.



## **Cancellation of Recurring Payments**

You may cancel a Recurring Payment by contacting the Service Provider. EVERGO will not charge you for cancelling a Recurring Payment. However, you may be liable for any fees or charges owed to the Service Provider. EVERGO is not liable to you for any fees that the Service Provider may charge you for cancelling your Recurring Payment.

### **2.5 Refunds**

Refunds request are subject to EVERGO Refund policy that may be found here: <https://www.EVERGOAPP.com/legal/refund/> as amended from time to time by us.

Nevertheless, You may request a refund for your Payment Transaction by contacting the Service Provider from whom you purchased the goods or services. Generally, EVERGO follows the refund policy posted on the Service Provider's website/application.

### **2.6 Errors, Defective Execution, and Unauthorized Transactions**

#### **Notification and Investigation**

You shall notify EVERGO of errors, defective execution, unauthorized execution, or incorrect execution of your Payment Transactions as soon as you become aware of them. If you do not notify us of these transactions within six (6) months after the debit date, you will not be entitled to any redress. After you notify us of these Payment Transactions, we will carry out an investigation. You shall assist EVERGO in this investigation by providing us with all of the information we may require from you. EVERGO will notify you of the results of our investigation within a reasonable time after we conclude this investigation.

#### **EVERGO Not Liable**

EVERGO will not be liable for any reason in the following situations: (1) Abnormal and unforeseeable circumstances beyond our control; (2) If the situation arose because of our compliance with the law; (3) If you fail to notify EVERGO as soon as possible, but no later than six (6) months after the debit date; or (4) If you did not have enough funds available to complete the transaction through no fault of ours.

You will be liable for all unauthorized transactions if you acted fraudulently, intentionally, with gross negligence, or if you failed to comply with your obligations regarding the security of your information.

### **2.7 Disputes**

#### **Dispute Resolution**

If you have any problems or concerns, please contact our Customer Service Department. If a Dispute arises between a Buyer and a Service Provider, EVERGO may provide reasonable assistance to help resolve the Dispute.





However, EVERGO is not liable to you with respect to these Disputes. You agree to release EVERGO from all claims, demands, or damages arising from or connected with these Disputes.

The Payment Terms do not affect any rights, claims, or defenses you may have regarding a Payment Transaction under your Card issuer agreement, the Card Association rules, or any applicable law.

## **2.8 Taxes and Regulatory Requirements**

You are solely responsible for the payment of all taxes incurred in your use of the Service. You are solely responsible for educating yourself and obeying all laws and regulations pertaining to your use of the Service.

## **2.9 No Product Endorsements**

EVERGO is not responsible for the quality, accuracy, soundness, condition, or legality of any product or service sold using the Service. EVERGO is not responsible for the truthfulness or accuracy of any description or of any other information on the products or services that are displayed, distributed, purchased, or sold through the Service.

EVERGO is neither a Buyer nor Service Provider for any of the goods that you purchase from Service Providers. EVERGO is not responsible for your ability to purchase products or for the ability of Service Providers to deliver products to you. EVERGO is not responsible or liable for any errors or omissions in the information on the Service or in the Service itself. EVERGO may, in its sole discretion, correct, modify, remove, or refuse to post content on its Service that is erroneous, illegal, fraudulent, objectionable, or otherwise in violation of the Payment Terms. EVERGO is not liable for errors or omissions in any of these corrections, modifications, removals, or refusals to post.

## **2.10 Delivery of Services by Suppliers**

Upon receipt of your order, the services will be performed to you in accordance with the terms applicable to the services that you purchased. The nature of the services you purchased, and the date of your purchase may impact the timing of performance of the services. The services will be deemed to be successfully delivered to you upon performance of the services.

## **2.11 Service Disruption**

EVERGO – according to the details mentioned on the [www.EVERGO.com](http://www.EVERGO.com) website/application Contact section, we do not warrant that the Service will be uninterrupted, not delayed, or free from error. EVERGO will not be held responsible for interruptions in Service. EVERGO is not liable for failures or delays caused by matters beyond its reasonable control. These matters include government acts or restrictions, acts of terrorism, fires, floods, earthquakes, hurricanes or other natural disasters or acts of God, wars, riots, strikes, network, server or power disturbances or failures, software glitches, internet disturbances, labor disputes or unrest, or intellectual property disputes. Your



use of the Service is at our discretion. We may suspend or limit your use at any time. Your rights and obligations under the Payment Terms will not be affected by any suspension or limitation of your use.

### **2.12 Corporate Opt-Out**

If you are not a Buyer, then the following modification of the Payment Terms apply to you:

A. We may point to the use of your Payment Instrument as sufficient proof that you have authorized the Payment Transaction, that you have acted fraudulently, or that you have failed to fulfill your security obligations with respect to your Account. The use of your Account information, Payment Instrument, or payment device will be taken as proper authorization in all circumstances.

B. You are liable for all losses incurred as a result of unauthorized Payment Transactions resulting from the use of your Account or as a result of your failure to keep the security features of your Account from misappropriation.

C. You shall not revoke a Payment Transaction after we have already received it or after you have already transmitted it.

D. You have thirty (30) days after the debit date to notify EVERGO of errors, defective execution, or unauthorized or incorrectly executed Payment Transactions as required under Section 6 "Errors and Defective Execution and Unauthorized Transactions." EVERGO is not responsible for errors, defective execution, or unauthorized or incorrectly executed transactions if you fail to notify EVERGO within thirty (30) days of the debit date.

### **2.13 Additional Terms**

#### **Competence**

You represent that you are of legal age to enter into this legally binding Agreement. You also represent that you are capable of entering into this legally binding Agreement with EVERGO.

#### **Authority**

If you are a corporate entity, you represent that you are authorized to do business in the countries in which you operate. You also represent that the persons within your organization or your agents who access this Service are authorized to do so. You agree that these persons are authorized to legally bind the corporate entity to the Payment

Terms. You agree that these persons are authorized to bind the corporate entity to any transaction that may be conducted under your Account.

#### **No Third-party Reliance**

Unless otherwise stated herein, the Payment Terms are for the benefit of EVERGO and the Buyer. The Payment Terms do not create any rights or



remedies in any other person or entity. There are no third-party beneficiaries under this Agreement.

### **Survival**

If any provision of the Payment Terms is held to be invalid, illegal, or unenforceable, then the remaining provisions of the Agreement remain in full force. Notwithstanding anything in this Agreement to the contrary, Section 7 on "Information About Transactions," Section 8 on "Disputes," Section 9 on "Taxes and Regulatory Requirements," Section 10 on "No Product Endorsements," Section 11 on "Indemnification," Section 12 on "Warranty Disclaimer," Section 13 on "Limitations of Liability," Section 14 on "Service Disruption," and Section 15 on "Governing Law, Jurisdiction, and Time Limits" must survive the termination or expiration of the Payment Terms.

### **Successors and Assigns**

The Payment Terms benefit and bind EVERGO, its successors, and its assigns. The Agreement also binds and benefits you and your heirs, executors, administrators, successors, and personal representatives, and all persons you represent and their respective successors, assigns, and related persons.

### **Assignment**

You and the persons you represent shall not assign the Payment Terms or your rights and obligations under it without the express prior written consent of EVERGO. We may withhold this consent in our sole discretion. EVERGO may assign the Payment Terms and our rights and obligations under it without your consent or the consent of any persons you represent.

### **No Waiver**

EVERGO's failure to enforce the Payment Terms will not be a waiver. Our failure to enforce any provision of the Payment Terms will not be a waiver of EVERGO's right to act on subsequent breaches or similar breaches. EVERGO's failure to enforce any provision of the Payment Terms will not be a waiver of EVERGO's right to enforce that provision.

### **Headings**

Headings contained in the Payment Terms are for reference and convenience purposes only. They do not limit or change the meaning or interpretation of the terms in the Agreement.

### **Entire Agreement**

The Payment Terms constitute the entire agreement between EVERGO and the Buyer.

### **2.14 Definitions**

**EVERGO, us, we, or our** mean **EVERGO.com, Ltd**, its affiliates, subsidiaries and agents, and their respective employees, suppliers, contractors, directors,



officers, shareholders, third-party content providers, sponsors, and licensors.

**Agreement or Payment Terms** means this agreement including all of its exhibits, appendixes, and other agreements incorporated by reference.

**Account** means your account at EVERGO consisting of the information you submitted to us to complete your Payment Transaction.

**Business Day** means a business day or any day on which EVERGO is open for business as required to carry out a Payment Transaction.

**Card** means credit or debit card issued by a financial institution participating in a Card Association.

**Card Association** means VISA, MasterCard, American Express, Discover, JCB, or any other credit card or debit card brand accepted by EVERGO.

**Chargeback** means the demand to reverse a transaction and refund of the full purchase price for the goods or services to the cardholder.

**Consumer** means an individual who, in contracts for payment services, is acting for purposes other than a trade, business, or profession.

**Currency Conversion Fee** means fee charged by EVERGO for the use of more than one currency in making a Payment Transaction.

**Dispute** means an action by the Buyer or the Card-issuing bank to dispute validity of the purchase of a product or service from the Service Provider. Dispute may include the initiation of a Chargeback or other actions by the Buyer or the Card-issuing bank regarding that purchase. Dispute also includes any complaint by the Buyer over a purchase of goods or services from the Service Provider.

**Payment Instrument** means the Card or Paypal Account information you provide to EVERGO during your Payment Transaction, including your name, Card or Account number, security code, PIN, billing information, invoice number, etc.

**Payment Transaction** means an instruction requesting the execution of a payment to a Service Provider using our Services.

**Recurring Payment** means a Payment Transaction that you have authorized in advance to be processed multiple times for some time in the future. Recurring Payments may include subscriptions, pre-approved payments, or automatic payments.

**Service** means all services offered by EVERGO, both online and offline, and utilized by the Buyer and the Service Provider. Service includes payment processing, customer service, fraud protection, and other e-commerce services.



The Service also includes the Website/application.

**Service Provider** means an individual or entity that sells goods or services to Buyers, uses EVERGO Services, and accepts EVERGO as a means of payment.

**Website** means any URL through which we provide services to you, including [www.EVERGO.com](http://www.EVERGO.com) and. Website/application includes any information or content included on the Website/application.

**You, your, Purchaser, or Buyer** means each entity or individual that uses EVERGO Services to purchase goods or services from a Service Provider.

### 3. Payment Services

#### 3.1 Privacy Policy

Your use of the website/application and Services are subject to the Privacy policy as mentioned here: <https://www.EVERGO.com/legal/privacy/> and as amended from time to time by us.

#### 3.2 Indemnification

You agree to defend and indemnify EVERGO and its employees and suppliers from any claim or demand, including reasonable attorney's fees, arising from your failure to comply with this Terms of Use, your violation of any law or the rights of a third-party.

You are liable for any losses, expenses, or costs, arising from your: (1) use of the Service; (2) failure to comply with the Payment Terms; (3) negligence, actions, or omissions; (4) violation or alleged violation of any law; or (5) violation or alleged violation of the rights of a third-party. You shall defend and hold EVERGO harmless from any claim or demand arising from them.

#### 3.3 Warranty Disclaimer

THIS WEB SITE, AND THE INFORMATION AND ANY CONTENT CONTAINED HEREIN ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITATION OF THE FOREGOING, EVERGO AND ITS AFFILIATES, SUBSIDIARIES, AGENTS AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, DIRECTORS, OFFICERS, AND SHAREHOLDERS, SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, INTEGRATION, APPROPRIATENESS, RELIABILITY, COMPLETENESS OR TIMELINESS, USEFULNESS, ARISING FROM TRADE USAGE OR COURSE OF DEALING OR COURSE OF PERFORMANCE, OR OTHERWISE OF THIS WEB SITE OR THE SITE CONTENT THEREON; (2) ANY WARRANTY THAT THIS WEB SITE AND EVERGO'S OTHER WEB SITES WILL BE SECURE, UNINTERRUPTED, NOT DELAYED OR SUSPENDED, UNCHANGED OR ERROR FREE; AND (2I) THE IMPLIED WARRANTIES OF QUIET ENJOYMENT, MERCHANTABILITY,



MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR LICENSEE'S PURPOSE, TITLE, INFORMATIONAL CONTENT, NONINTERFERENCE AND NONINFRINGEMENT. EVERGO MAKES NO REPRESENTATIONS THAT THE MATERIALS CONTAINED WITHIN THIS WEB SITE ARE APPROPRIATE FOR LOCATIONS OUTSIDE THE UNITED KINGDOM. IF YOU USE THIS WEB SITE FROM LOCATIONS OUTSIDE THE UNITED KINGDOM, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL APPLICABLE LOCAL LAWS OF THE JURISDICTION FROM WHICH YOU ACCESS THIS WEB SITE, INCLUDING WITHOUT LIMITATION, THE EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES.

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