

Terms of Service

Last modified on June 15th, 2024.

Welcome to Evahelp.ai a website and online service owned and operated by Individual entrepreneur Vitalii Strikanov, legal address: Georgia, Tbilisi, Chugureti district, Iv. Javakhishvili Street, N91, Floor 1, Apartment 2 b, registered by LEPL National Agency of Public Registry of Georgia 09/06/2022 ("Evahelp.ai", "we", "us" or "our").

Evahelp.ai provides this website and the services provided by or through this website and to you subject to these terms of service and the Evahelp.ai Privacy Policy (collectively, these "Terms of Service" or "TOS"). The Terms of Service apply to your use of <https://evahelp.ai/>, including any content, functionality, and services offered on or via this website and any successor websites or related application (collectively, the "Website").

Please read the Terms of Service carefully before you start using Evahelp.ai. BY REGISTERING FOR AND/OR USING THE WEBSITE AND/OR SERVICE IN ANY MANNER, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT AND ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES REFERENCED HEREIN, EACH OF WHICH IS INCORPORATED HEREIN BY THIS REFERENCE AND EACH OF WHICH MAY BE UPDATED FROM TIME TO TIME AS SET FORTH BELOW, TO THE EXCLUSION OF ALL OTHER TERMS. You may not use the Service if you do not unconditionally accept this Agreement. If you are accepting on behalf of an organization, you represent and warrant that you have the authority to do so; however, if your organization has entered into a separate contract with Eva.help covering its use of the Services, then that contract shall govern instead. Should you disagree with some of the provisions herein, please stop accessing our Website and/or services immediately and contact us at hello@evahelp.ai.

1. DEFINITIONS

- "You" means you as an individual (representative of a company or individual entrepreneur), or if applicable, the company or other legal entity you represent, whether in the role of a User, or Customer, as context may dictate.
- "Users" means visitors to this Website or the Service whether they have completed the registration procedure or not.
- "Customers" means visitors who are also registered users of the Service and intend to use the Services.
- "Service" means all the Evahelp.ai services located on Website, including the software available to Users via the Internet, which provides the User with the opportunity to receive information upon request.
- "Orders" means any order for Services created by a Customer using Evahelp.ai's forms, and accepted by Evahelp.ai via acknowledge in the Platform or otherwise in writing.
- "Client Materials" means the source content for rendering the Service, and any other materials provided by Customer by uploading to the Website.
- "Result of Services" means the content produced as a result of the Service use as an answer to a request made by the Order based on the Client Materials and technologies of Evahelp.ai.
- "Platform" means Evahelp.ai's online portal (a part of Website) and platform where Customers can access their User Account, initiate Orders and access the Service.
- "Terms of Service" or "TOS" means these Evahelp.ai Terms of Service, an agreement concluded by accepting the offer, and any policies, guidelines, or other documents referenced herein.
- "Evahelp.ai Affiliates" means any company or entity worldwide including, without limitation, corporations, partnerships, joint ventures, and limited liability companies in which Evahelp.ai directly or indirectly holds at least a 50% ownership, equity, or financial interest.
- "User Account" means Clients' password-protected part of the Website for accessing and using the Service.

2. USING OUR SERVICES

If You are entering into this TOS You agree to:

- Be responsible for the activity that happens in connection with your User Account;

- Keep your login and password confidential including transferring of User account data to persons who do not have proper authority to carry out actions on behalf of the User;
- Comply with any policies made available to you on Website by Evahelp.ai;
- Comply with b2b-use only policy;
- Not abuse or conduct illegal activities according to federal, provincial, municipal laws TOS are ruled by, or international law or regulation when using our Service;
- Not defame or harass Evahelp.ai, or its employees, contractors, partners, or Customers;
- Not create multiple User Accounts for any reason;
- Not "flood" the platform with requests or use the Services in any manner that could disable, overburden, damage or impair the Platform;
- Not obtain, or attempt to obtain, unauthorized access to areas of the platform or our systems;
- Not impersonate, or attempt to impersonate Evahelp.ai, a Evahelp.ai employee, another user, or any other person or entity;
- Not introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful; or
- Not spam, phish, pharm, pretext, spider, crawl or scrape;
- Not upload to or record through the platform any material that:
 - Is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
 - Promotes sexually explicit pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
 - Infringes any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
 - Divulges another person's or entity's confidential or private information;
 - Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy;
 - Promotes any illegal activity, or advocates, promotes, or assists any unlawful act;
 - Causes annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
 - Contains any virus, malware, spyware or other harmful content or code

Evahelp.ai may suspend or terminate your access to the Service or a User Account, or an Order if You do not comply with this TOS or if we suspect misconduct, fraudulent activities or payment, or a violation of this TOS, with or without notice. We reserve the right to investigate and take appropriate legal action in our sole discretion against anyone who violates these Terms. We have the right to cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. You waive and hold harmless evahelp.ai And its affiliates, licensees and service providers from any claims resulting from any action taken by any of the foregoing parties during, or taken as a consequence of, investigations by either such parties or law enforcement authorities.

However, we do not undertake to review any material before it is uploaded to or posted on the Platform, and cannot ensure prompt removal of objectionable material. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service in any way. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. Evahelp.ai may modify or suspend the Platform or Service at any time for any reason.

3. ORDERS, APPROVAL, RETURN POLICY

Account and Credits. Before initiating an Order, You must first register as a Customer and create a User Account. You will be required to provide personal and/or corporate information as part of a registration or login process and to create an account. You agree to keep all account information updated and accurate at all times. Evahelp.ai may refuse to grant You, and You may not use, a username (or email address) or screen name that is already being used by someone else, that may be construed as impersonating another person, that belongs to another person, that violates the intellectual property or other rights of any person, that is offensive, or that Evahelp.ai rejects for any other reason in its sole discretion. Any personal information You provide will be subject to the Evahelp.ai [Privacy Policy](#).

If You choose, or are provided with a username, password, or any other piece of information as part of our security procedures, You must treat such information as confidential. You are responsible for all activity occurring when the Services are accessed through your account, whether authorized by You or not. We are not liable for any loss or damage arising from your failure to protect your password or Account information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by You or provided by us, at any time at our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

Order. Customer can initiate an Order by providing all the required information via the Platform.

Payment. Before initiating an Order, Customer must buy sufficient Evahelp.ai credits for the Services you desire to purchase. Payment is made on the Website by bank transfer using a credit card or by bank transfer based on the invoice issued by Evahelp.ai. Evahelp.ai credits are non-refundable except in cases where the Service cannot be used by the User for reasons for which Evahelp.ai is responsible. Evahelp.ai will apply gross-up calculation to the payment. This means that the payment to Evahelp.ai must be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If you are compelled to make any such deduction, you will pay Evahelp.ai any additional amounts as are necessary to ensure receipt by Evahelp.ai of the full amount it would have received but for the deduction. We may use a third-party payment processor (the "Payment Processor") to bill You through a payment account linked to your Account (your "Billing Account"). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for errors by the Payment Processor. By utilizing the Services, You agree to pay us, through the Payment Processor, in accordance with the applicable payment terms. Evahelp.ai reserves the right to change its prices and to offer discounts and temporary promotions. You agree that it is your responsibility to maintain a valid, non-expired credit card on file with us while engaging in fee-based activities on our Services. Banking and other commissions associated with the transfer of funds are paid by the User. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income.

Client Materials. Customer is responsible for providing the Client Materials to be processed, materials describing the context of the request, and all other necessary materials (glossary guide, etc.) when placing the Order. Evahelp.ai may make recommendations on which source materials and in what format to provide source materials, but ultimately the quality of the results will depend on the clarity, accuracy, and comprehensiveness of the Client Materials and any other Customer source materials and instructions provided.

Delivery of Results of Service. Evahelp.ai gives an estimated time for Service completion, but cannot guarantee an exact delivery time. We will notify You by in-Website and/or e-mail messaging when the Results of Service are ready for your review. Unless otherwise expressly agreed by Evahelp.ai, time is not of the essence for delivery or performance, and no delay shall entitle you to reject any delivery.

Disclaimer. You agree to review any Results of Service before making such content acceptable for you end-users, and You expressly agree that Evahelp.ai will not have any liability or indemnity obligations to you based on the Results of Service if You fail to do so.

4. CLOUD SERVICE PROVIDERS AND TECHNOLOGIES

Evahelp.ai may use and retain third party cloud service providers to provide the Service to You. As such, You agree that Evahelp.ai may sublicense its rights under this TOS to third parties to act on Evahelp.ai's behalf, provided that such third parties are contractually bound by terms no less protective of Customers than this TOS. Evahelp.ai is solely responsible for paying and resolving all disputes with third parties.

To provide information to the User, the Service processes the text of the request and automatically generates text using artificial intelligence technologies, information based on the User's request and information that is publicly available and provides the User with the generated information in the form

of a response to the request. The response to the User's request can be provided in the form of text, image, video, audio and other forms, individually or in combination.

The Service uses the principles of ranking search engine results among all sites on the Internet open for indexing. If the information provided by the Service contains links to any third-party sites, services, products or services, this does not mean that the Copyright Holder supports or is associated with the source located at the link.

5. CLIENT MATERIALS DISCLOSURE

We disclose the Client Materials to potential third parties, in order to provide You the Service and as set forth in Section 6 below. You are solely responsible for editing or removing any confidential or personally identifiable information in the Client Materials if you do not wish to disclose that information.

6. INTELLECTUAL PROPERTY

Nothing contained in this TOS shall be construed as granting any license or right to use any Trademark without Evahelp.ai's prior written permission. All materials on the Website, including, without limitation, the Website's design, graphics, text, sounds, pictures, and other files and the selection and arrangement thereof (collectively, "Materials"), are the property of Provider and/or its licensors, and are subject to and protected by applicable copyright and other intellectual property laws and rights. All rights to the Service, Website, Programs and Materials not expressly granted in these Terms of Service are reserved to their respective copyright owners. Third party content and trademarks displayed on the Service are owned by their respective owners and may not be reproduced in whole, or in part, without the express written permission of the owner. This license continues even if You stop using our Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to You. In order to provide You and our other Customers the best possible rendering of Services, we (and those we work with) may use your Client Materials and Results of Service to generally improve the Services (for example, fine tune our turnaround time estimates, or improve machine learning systems) and develop new products or services ourselves or in partnership with third parties. If we do this, we will never make your Client Materials or Results of Service publicly available without your consent. Notwithstanding the foregoing, You acknowledge and agree that if there are confidential or proprietary information in the Client Materials, You undertake the responsibility of notifying Evahelp.ai of their confidential or proprietary nature.

7. ABOUT SOFTWARE IN OUR SERVICE

The Service may include software ("Evahelp.ai Materials") to facilitate your use of the Service. Evahelp.ai materials are deemed a part of the Service and if You choose to use such Evahelp.ai Materials, Evahelp.ai grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Evahelp.ai Materials for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by Evahelp.ai, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Service or Evahelp.ai Materials, nor may You reverse engineer or attempt to extract the source code of the Service or Evahelp.ai Materials. Evahelp.ai does not guarantee the availability or performance of the Evahelp.ai Materials Your access or use may be limited or suspended at any time.

8. WARRANTIES AND DISCLAIMERS

When using our Website, You represent and warrant that You have all necessary right, title, and interest in the Client Materials, and that the Client Materials will not and do not infringe or violate any third party's rights, do not violate any law and do not contain any offensive or unacceptable content.

Your use of the services, the platform, and any content or products therein is at your own risk. The services, the platform, and any content or products therein are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. Neither Evahelp.ai Nor any person associated with Evahelp.ai Makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of

the services or the platform. Without limiting the foregoing, neither Evahelp.ai Nor anyone associated with Evahelp.ai Represents or warrants that the services, the platform, and any content or products therein will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components, or that the services, the platform, and any content or products therein will otherwise meet your needs or expectations. To the fullest extent provided by law, Evahelp.ai Hereby disclaims any and all representations, warranties or guarantees of any kind, express, implied, statutory or otherwise, including, but not limited to, any warranties of merchantability, non-infringement and fitness for a particular purpose.

Evahelp.ai May alter, suspend, add to, or discontinue the services in whole or in part at any time for any reason, without notice or cost. Evahelp.ai Assumes no responsibility for your ability to (or any costs or fees associated with your ability to) obtain access to the services. Evahelp.ai Does not assume any liability for the failure to store or maintain any customer data, user communications, account information, or personal settings. The services may become unavailable due to maintenance or malfunction of computer equipment, servers, or other reasons.

Evahelp.ai may provide the Service for educational organizations, but Evahelp.ai is not an educational organization itself, is not a participant in educational relations, as well as a means of training and education, and is not used for educational activities by the owner of the Service.

B2b-use only policy. Evahelp.ai does not provide Services for consumer purposes. TOS are not governed by any consumer protection laws.

You are solely responsible for any and all acts or omissions taken or made in reliance on the services or the information contained therein, including inaccurate or incomplete information. You agree that Evahelp.ai Has made no agreements, representations or warranties other than those expressly set forth in these terms.

9. INDEMNITY

You agree to indemnify, defend, and hold harmless, Evahelp.ai, its affiliates, licensors, service providers, current and past directors, officers, and employees from and against any and all claims, taxes, losses, damages, liabilities, judgments, settlements, costs and expenses, including reasonable attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (i) your breach of these Terms of Service or any of the documents they incorporate by reference; (ii) your negligent, reckless, or intentionally wrongful acts or any said acts by your assistants, employees, contractors or agents; (iii) your failure to perform your obligations or exercise your rights in accordance with all applicable laws; or (iv) your violation of any law or the rights of a third party.

10. LIMITATION OF LIABILITY

To the fullest extent provided by law, in no event will Evahelp.ai, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the services, the platform, or any content or products therein, including any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. In no event shall Evahelp.ai's total liability for all damages under this agreement exceed the lesser of (I)the aggregated amounts you paid to Evahelp.ai During the two (2) month period immediately preceding the circumstances giving rise to the claim, or (ii) \$500. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than fees due hereunder) caused by reasons beyond its reasonable control, including acts of God, war, terrorism, strikes, communications or internet failures or unavailability, power failure, failure of suppliers, fires, floods, earthquakes, governmental restrictions, any court order, compliance with any law, regulation, order of any governmental authority, or any other force majeure event. If any provision is found to be unenforceable, it (and related provisions) will be interpreted to best accomplish the parties' intended purpose. If any provision of these Terms of Service (including all agreements and terms referenced here) are deemed unlawful, void or for any reason unenforceable by a court of

competent jurisdiction, then the invalid, void or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

11. General Provisions

This Agreement is governed by the laws of Georgia (Republic of Georgia). Any claims or disputes shall be resolved in the province or federal courts located in Tbilisi. Evahelp.ai may modify this TOS at any time. If there is a conflict between the terms in this TOS and an Order, the Order will control for that conflict. This TOS controls the relationship between Evahelp.ai and You. They do not create any third-party beneficiary rights. If you do not comply with this TOS, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. You may not assign, transfer, or delegate any portion of this Agreement without Evahelp.ai's prior written consent. Evahelp.ai may assign, transfer, or delegate any portion of this Agreement with or without notice to You. Your attempt to assign, transfer, or delegate this Agreement without Evahelp.ai's consent will render said assignment, transfer, or delegation null and void.

12. Policies

Our Privacy Policy specified above sets out the principles which are put in place to protect the confidentiality, accuracy, and security of our users' personal information. When you are accessing our Website, according to our cookie policy we may place cookies on your devices for the purpose of enabling some functions on our Website. A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our Website.

If you want to delete any cookies that are already on your device, the "Help" section in your browser should provide instructions on how to locate the file or directory that stores cookies. Please note that by deleting or disabling future cookies, your user experience may be affected and you might not be able to take advantage of certain functions of the Website.

13. Term and Termination

These Terms of Service start on the Effective Date – the date of accept or that offer and are effective unless and until terminated by either you or us. You may stop using our Services at any time. We may terminate or suspend your access to or ability to use any and all Services at any time, without prior notice or liability, for any reason or no reason. In particular, Evahelp.ai may immediately terminate or suspend your Account if you are in breach of these Terms of Service or if your Account has been flagged for copyright infringement. Please note that upon termination, we will not refund you any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have to Evahelp.ai or any third party.

14. Changes to the Terms of Service and the Website

Evahelp.ai will always be a work in progress as we constantly make changes and improvements to keep serving you better. We reserve the right to update and make changes to our Website and these Terms of Service from time to time, at our discretion, and without notice. If we make changes in the way we collect or use information, we will notify you by posting an announcement on the Website or by sending you an email. If you disagree with any changes in the Terms of Service and do not wish to be subject to the revised terms, you will need to close your account and immediately stop using the Website and any of our Services. Your continued use of the Website following the publishing of the updated Terms of Service means that you accept and agree to the changes.

15. Additional Conditions:

- If you are subscribed to a plan and do not cancel before the renewal date, we do not refund the payment unless under extraordinary circumstances.
- If any refunds are processed, the usage you did, the time length and the Payment Processor payment processing fees will be deducted from that refund.

If you have any questions about these Terms, please contact us at hello@evahelp.ai or at the following mailing address:

Evahelp.ai (Individual entrepreneur Vitalii Strikanov)

Legal address: 0179 Georgia, Tbilisi, Chugureti district, Iv. Javakhishvili Street, N91, Floor 1, Apartment 2 b,

Date of registration: 09/06/2022

Identification Number: 302222734