

Terms of use

Please read the following Terms and Conditions ("Terms of Service", "Terms of Use", "Terms") thoroughly before entering into client-service relationships with the <https://ref.everstake.one> ("Service"). Everstake Validation Services LLC ("Everstake", the "Company", "Service", "Platform", "Us", "Our", or "We"), by and through <https://ref.everstake.one> (the "Website"), which is running, hosting, providing staking services via validating nodes across different blockchain networks.

Once an individual and/or company accesses the Website, starts using the Website functionality or any other Everstake Service, including Our staking Platform, but not limited to, providing or submitting any information to Us, an individual is consent and agrees with these Terms of Use.

Any User of the platform ("Client", "User", "Individual" or "You") gives an agreement to stay compliant with these Terms of Use and other policies, procedures or rules imposed by the Service. Moreover, Terms and Conditions, as well as other policies, procedures, or rules, are subject to change and the Company leaves itself the right to modify them without noticing its Clients. In case you do not agree with these Terms and Conditions, you are restricted to view or use the Website or Everstake services.

Regulatory Compliance

You, as a Client, must warrant and represent that your Service usage will stay compliant with all applicable regulations and laws. You are completely responsible for understanding whether or not the Everstake Service is suitable for you in respect of such data privacy laws and regulations as GLB, HIPAA, GDPR, similar or any other applicable laws. In case you use Our Service and you are the subject to the aforementioned laws or regulations, then the Everstake is not liable if the Platform does not meet those required criteria.

Moreover, you take complete responsibility for any other laws and regulations in your jurisdiction whether they restrict or allow you to use such services as Everstake. Everstake is not liable for any of your actions that violate your laws in your jurisdiction through the usage of the Service.

Ownership and Intellectual Property

The Everstake owns all proprietary rights in the Service which include the domain (<https://ref.everstake.one/>), such marketing materials as logos, color schemes, design, and also, but not limited to, copyrights, trademarks, trade secrets, service marks, development practices, proprietary software, and other intellectual property rights. You as a Client is obligated to respect all intellectual property of the Everstake mentioned above, which are protected by law.

Use License

You are allowed to use our Service as it is provided by the Everstake, without any modifications to the software or the Service that we provide. It's restricted to modify any software created by Our Company without any prior notice, and it's also restricted to extract and use source code which was created by the Everstake.

You shall not perform any unlawful actions against the Company, that may create a huge load on our infrastructure interfering the normal work of the Company; attempt to bypass or circumvent any security mechanisms, gain unauthorized access to any type of our computer systems, conduct any activities that may disrupt the work of the Company, run malicious code such as worms, trojans, cryptojacking software and other types of the viruses against the Company, including, but not limited to, computer networks or computer systems.

It's also prohibited to launch any software ("crawlers", "spiders", "auto-responders") or devices on the Company, that will automatically or manually collect any data on the Website, or will spam on the Company. The "Use License" automatically voids in case an Individual violates the aforementioned rules, and shortly his/her account gets suspended. In case a User or any other individual has damaged any part of the Service due to any type of the cyber attack, then this case will be reviewed and provided to Law Enforcement, which will act accordingly in this situation.

Everstake Service Provision and Termination

The Everstake provides Staking services to Client using validating nodes. The Company chooses by itself the necessary hardware and network requirements to provide a stable and efficient Staking service to Clients. Everstake holds responsibility for server maintenance, new hardware installation, or any server upgrades, software updates and covers all costs associated with these types of operations. Everstake conducts revenue share payments based on the amount of cryptocurrency staked by the Client. The payout percentages strictly depend on the type of the staked cryptocurrency, and this information is available on the homepage of the Website under the "Coins" section.

Client Rights and Obligations

You as a Client of the Company must cover all applicable taxes associated with staking payouts, which may be the subject of the official taxation process in different jurisdictions. In this case, the Everstake is not responsible for any Client taxes that were imposed by different legislation systems. If you want to initiate the withdrawal process, then you have to wait until the Unbounding Period whose length strictly depends on a particular Blockchain network. It's important to mention that you won't be able to withdraw your staked cryptocurrency before the Unbounding Period.

Limitation of Liability

NO PARTY TO THE TERMS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CLIENT'S OR COMPANY'S TOTAL LIABILITY TO THE OTHER ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS PAID OR PAYABLE BY CLIENT TO COMPANY FOR USE OF THE SERVICES

DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE WHEN THE CLAIM OR LIABILITY FIRST AROSE.

Compliance with Laws/Copyright

Each party shall comply with all Applicable Law in connection with the performance of its obligations and the exercise of its rights in the Services. Without limiting the foregoing, Company respects copyright law in all jurisdictions in which it does business and expects its Clients to do the same. It is Company's right to terminate, in appropriate circumstances, Clients, which infringe or are believed to be infringing the rights of copyright holders. Confidential Information and Confidentiality Obligations Company understands that it may receive confidential information of Client and Client understands that it may receive confidential information of Company. The receiving party agrees not to divulge to any third party any confidential information of another party and not to use any confidential information of another party for any purpose not contemplated by the Terms.

The company reserves the right to deny the rewards payment to the user in the following cases:

1. The user shared the link to themselves and delegated the funds from a different wallet.
2. The user undelegated/rededelegated tokens after receiving bonuses (Evepiggies) and then staked funds later again.
3. The user did not use the website ref.everstake.one to delegate funds.