

Terms and Conditions

Updated on : **09/08/2023**

These terms and conditions outline the rules and regulations for the use of the Evernile Company's Website, located at www.evernile.com. By accessing this website, we assume you accept these terms and conditions. Please do not continue to use www.evernile.com if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions and Privacy Statement: "Client", "You", and "Your" refer to you, the person logging on to this website and compliant with the Company's terms and conditions. "The Company", "Ourselves", "We", "Our", and "Us" refer to our Company. "Party", "Parties", or "Us" refer to both the Client and ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of the provision of the Company's stated services, in accordance with and subject to the prevailing laws of India. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

Cookies:

We employ the use of cookies. By accessing www.evernile.com, you agreed to use cookies in agreement with Evernile Company's Privacy Policy. Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website.

License:

Unless otherwise stated, Evernile Company and/or its licensors own the intellectual property rights for all material on www.evernile.com. All intellectual property rights are reserved. You may access this from www.evernile.com for your own personal use, subject to restrictions set in these terms and conditions.

You must not:

1. Republish material from www.evernile.com
2. Sell, rent or sub-license material from www.evernile.com
3. Reproduce, duplicate or copy material from www.evernile.com
4. Redistribute content from www.evernile.com

This Agreement shall begin on the date hereof.

Hyperlinking to our Content:

The following organizations may link to our Website without prior written approval:

1. Government agencies
2. Search engines

3. News organizations
4. Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses
5. System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Website.

These organizations may link to our home page, to publications, or to other Website information as long as the link:

- is not in any way deceptive
- does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services
- fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

1. commonly-known consumer and/or business information sources
2. dot.com community sites
3. associations or other groups representing charities
4. online directory distributors
5. internet portals
6. accounting, law and consulting firms
7. educational institutions and trade associations.

We will approve link requests from these organizations if we decide that:

- the link would not make us look unfavorably to ourselves or to our accredited businesses
- the organization does not have any negative records with us
- the benefit to us from the visibility of the hyperlink compensates the absence of Evernile
- the link is in the context of general resource information.

These organizations may link to our home page as long as the link:

- is not in any way deceptive
- does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services
- fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an email at **contact@evernile.com** (Subject line: Evernile Website Linking Request x [Your Organization Name]). Please include your name, your organization name, contact information, as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name
- By use of the uniform resource locator being linked to
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of The Evernile Company's logo or other artwork will be allowed for linking absent a trademark license agreement.

iFrames:

Without prior approval and written permission, you may not create frames around our Web Pages that alter in any way the visual presentation or appearance of our Website.

Content Liability:

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of any third-party rights.

Your Privacy:

Please read our Privacy Policy at www.evernile.com.

Reservation of Rights:

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound by and follow these linking terms and conditions.

Removal of Links from Our Website:

If you find any link on our Website that is offensive for any reason, you are free to contact @ contact@evernile.com and inform us at any moment. We will consider requests to remove links, but we are not obligated to do so or to respond to you directly.

Website Information Accuracy:

We do not ensure that the information on this website is correct; we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

Disclaimer:

1. limit or exclude our liability for death or personal injury;
2. limit or exclude our liability for fraud or fraudulent misrepresentation;
3. limit any of our liabilities in any way that is not permitted under applicable law; or
4. exclude any of our liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

For any further information and/or queries, please write to us at contact@evernile.com