

Terms of Use

Last Updated 28th March, 2019

INTRODUCTION

Welcome to Evershare.io (Trading name for Blockchain Ventures Ltd). These terms and conditions of use (the “Terms of Use”) are between you and Blockchain Ventures Ltd, 47 Englishcombe Lane, Bath BA2 2EE, United Kingdom its subsidiaries and affiliates (“Evershare.io”, “we”, or “us”). In consideration of the right to access and use our site (“Site”), services, applications and tools (collectively, the “Service”), you agree to these Terms of Use and acknowledge that you are at least 13 years of age.

The Service is available only to, and may only be used by individuals and entities able to form legally binding contracts under applicable law. The Service offered hereunder is not available to children (persons under the age of 13) or to any user who has been suspended from the Site, whose use has been restricted for any reason or whose registration has been revoked. If you are under the age of 13, you can use this Service only in conjunction with, and under the supervision of, your parents or guardians. If you do not qualify, please do not use the Site or the Service. If you are acting on behalf of any entity or organization, you warrant and represent that you have the authority to bind the entity to these Terms of Use. Anyone who accesses and/or uses the Service is hereinafter referred to as a “User” or “Users”.

Your use of our Service is subject to Evershare.io’s Privacy Policy, which is available [here](#).

YOUR USE OF THE SITE OR THE SERVICE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE AND INDICATES YOUR WILLINGNESS TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

ABOUT EVERSHARE.IO

Evershare.io is a platform that provides a digital marketplace for artists and songwriters to offer a percentage of their publishing, songwriter, master, or other royalties, respectively (“IP Royalty Rights”), to fans, friends, rights-buyers and brands for royalty-based financing in a monetization process using the “SONG OFFER” among other methods.

The actual contract for any intellectual property (collectively, “IP”) Royalty Rights transaction on the Evershare.io platform is directly between Users. Such contract shall include all of the terms and conditions of the transaction, including, without limitation, the duration of the contract and the scope of the IP Royalty Rights granted.

While we may provide pricing, listing and other guidance in relation to a SONG OFFER or our Service, such guidance is solely for information only and you have no obligation to use it. Also, while we may help facilitate the resolution of disputes through various programs, Evershare.io is a peer-to-peer marketplace, and has no control over and does not guarantee the existence, quality, or legality of the IP Royalty Rights offered; the truth or accuracy of Users’ content or listings; the ability of Users to offer or list the IP Royalty Rights; the ability of Users to pay; or that any User will actually complete a transaction.

All Users acquiring IP Royalty Rights on Evershare.io understand, acknowledge and agree that they are solely acquiring the right to receive a percentage of artist and/or songwriter royalties, if earned, for the period of time specified in their contract, and in no event are they acquiring any ownership or copyright interest in any song or recording or other IP. Accordingly, no ownership or copyright interest in any IP is being offered, sold, transferred, assigned, leased or licensed hereunder, and nothing contained herein shall entitle any User the right to license, obstruct the licensing of, or otherwise use or

contract the IP in any manner whatsoever. Users on the Evershare platform understand and agree that the IP Royalty Rights they acquire in a SONG OFFER hereunder will be administered exclusively by Evershare.io on their behalf for the period of time specified in their contract.

USING EVERSHARE.IO

You may not use the Service to:

post any materials that you do not have permission, right or license to use; post objectionable, offensive, unlawful, deceptive or harmful content; post personal, private or confidential information belonging to others; request personal information from a minor; impersonate or misrepresent your affiliation with another person or entity; post or transmit spam, including, but not limited to, unsolicited or unauthorized advertising, promotional materials, or informational announcements; plan or engage in any illegal, fraudulent, or manipulative activity breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status; fail to pay for IP Royalty Rights acquired by you, unless you have a valid legal reason; for example, the User has materially changed the IP Royalty Right's description after you start a transaction, or a clear typographical error has been made, or the User has cancelled their offering; fail to deliver the IP Royalty Rights offered by you, unless you have a valid legal reason; for example, or the rights buyer fails to comply with the posted terms in your listing; manipulate the price of any IP Royalty Rights or interfere with any other User's listings; post false, inaccurate, misleading, deceptive, defamatory, or libellous content; take any action that may undermine our feedback to Users; transfer your Evershare.io account (including feedback) or user ID to another party without our consent; distribute viruses or any other technologies that may harm Evershare.io or the interests or property of Users; use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Service for any purpose, except with the prior express permission of Evershare.io; interfere with the working of our Service; export or re-export any Evershare.io application or tool, except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions; infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to Evershare.io or a third party. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Evershare.io or someone else; infringe any Intellectual Property Rights that belong to third parties affected by your use of the Service or post IP or other content that does not belong to you; harvest or otherwise collect information about Users without their consent; or circumvent any technical measures we use to provide the Service.

If we have reason to believe you are misusing the Service in any way or failing to abide by these Terms of Use, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your User account(s) and access to our Service, delay or remove hosted content, remove, not display, and/or demote listings, and take technical and/or legal steps to prevent you from using our Service.

We may modify or discontinue the Service or cancel unconfirmed accounts or accounts that have been inactive for a long period of time. Additionally, we reserve the right to refuse, or terminate all or part of, our Service to anyone for any reason at our discretion.

SONG OFFER Listing Conditions

When listing IP Royalty Rights, you agree that:

You are responsible for the accuracy and content of the listing and any IP Royalty Rights offered.

Your listing may not be immediately accessible for purchasing, and will be subject to our SONG OFFER scheduling, programming and constraints (as determined solely by Evershare.io). Evershare.io cannot guarantee exact listing durations.

When you use the listing tool to create listings, your listings may renew automatically after the initial SONG OFFER period, based on the listing terms at that time, until the IP Royalty Rights sell.

Content that violates any of Evershare.io's policies may be modified, obfuscated or deleted at Evershare.io's discretion.

We may revise data in the Evershare.io IP Royalty Rights catalogue to supplement, remove, or correct information; if your listing uses catalogue data that has been revised, those revisions may modify your listing accordingly.

We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:

buyer's location, search query, browsing site, and history; listing's location, listing format, price, terms of service, end time, history, and relevance to the user query; seller's history, including listing practices, detailed seller ratings, Evershare.io policy compliance, Feedback, and defect rate; and number of listings matching the buyer's query.

To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer.

We may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your individual listings to other sellers.

Purchase Conditions

When buying IP Royalty Rights, you agree that:

You are responsible for reading the full listing before making a commitment to buy.

You enter into a legally binding contract to purchase IP Royalty Rights when you commit to buy and your offer is accepted.

You will pay for all IP Royalty Rights purchased upon your commitment to purchase.

We do not transfer legal ownership of IP Royalty Rights from the seller to the buyer.

You will maintain accurate contact information.

Your contract is with the seller, not with Evershare.io.

All sales are final after 24 hours from purchase.

FEES

The fees we charge for using our Service are generally an amount equal to five percent (5%) of amounts transacted by or with the royalty rights buyer on both royalty rights purchases and on royalties paid through to royalty rights buyers by Evershare.io, through or in connection with the Service (the "Evershare.io Transaction Fee"), unless otherwise agreed in writing by Evershare.io or as otherwise posted. Third party fees, such as, but not limited to, credit card transaction or processing fees, are in addition to the Evershare.io Transaction Fee. There is a fee of five percent (5%) charged to the royalty rights seller. To the extent EVER tokens are used to purchase IP Royalty Rights and/or pay royalties owed in connection with such IP Royalty Rights through the Evershare.io platform, you may not be charged the standard transaction fee, unless otherwise indicated. We may change our fees and/or policies from time to time, with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

You must have a payment method on file when purchasing IP Royalty Rights on Evershare.io and pay all fees and applicable taxes associated with our Service by the

payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retain collection agencies and legal counsel, and, for accounts over 180 days past due, request that PayPal deduct the amount owed from your PayPal account balance. In addition, you will be subject to late fees equal to the lesser of 1% per month or the maximum amount allowed by law.

Refunds

Evershare.io users may request a refund within 24 hours of their original purchase on any SONG OFFER that is still live and listed on the platform. Refunds are not available for any SONG OFFER after it has sold out or its listing has expired.

Member Accounts

Please be thoughtful about how you use the Service and what you may share. The Service may include social and interactive features, including the ability to post content, share content, and make certain information about you public. Remember that shared or publicly available information may be used and re-shared by other Users on Evershare.io or across the web, so please use Evershare.io carefully and be mindful of your account settings. Evershare.io has no responsibility for your choices to post material.

Your password protects your User account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.

Rights You Grant To Us

In consideration for the rights granted to you under these Terms of Use, you grant us the right (1) to allow the Service to use the processor, bandwidth, and storage hardware on your device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same.

You also grant us a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of these Terms of Use plus twenty (20) years), irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your content in connection with the Service through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under these Terms of Use. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our Users, or others in contract with us, and in compliance with these Terms of Use, does not and will not infringe any Intellectual Property Rights of any third party. Evershare.io takes no responsibility and assumes no liability for any content provided by you or any third party.

If you provide feedback, ideas or suggestions to Evershare.io in connection with the Service or content ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Evershare.io to use that Feedback without restriction and without payment to you. Feedback is considered a type of content.

Our Intellectual Property

We may offer catalogs including, for example, artist or album images, descriptions and specifications that are provided by third parties (including Evershare.io Users). You may use catalog content solely in your Evershare.io listings. The permission to use catalog content is subject to modification or revocation at any time at Evershare.io's sole discretion.

While we try to offer reliable data, we cannot guarantee that the catalogs or other content provided through the Service will always be available, accurate, complete, and up-to-date. As a buyer, you agree that Evershare.io is not responsible for examining or warranting the listings or content provided by third parties through the Service, and that you will not attempt to hold us liable for any inaccuracies. As a seller, it is your responsibility to review the content of your listings for accuracy and that you will not attempt to hold our catalog providers or us responsible for inaccuracies. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings included within the catalogs and not to create any derivative works based on catalog content (other than by including them in your listings).

The name "Evershare.io", "SONG OFFER," "Song CARD" and other Evershare.io marks, logos, designs, and phrases that we use in connection with our Service are trademarks, service marks, or trade names of Evershare.io. Evershare.io reserves all rights in such names and in all of its Intellectual Property. No rights in such Intellectual Property are granted under these Terms of Use, except as expressly provided. They may not be used in any way without the express written prior permission of Evershare.io.

Third Party Applications

The Service may be integrated with third party applications, websites, and services ("Third Party Applications") to make available content, products, and/or services to you. These Third Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Evershare.io does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

Notice for Claims of Intellectual Property Violations and Copyright Infringement

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. Evershare.io works to ensure that listed IP Royalty Rights and content on our Site or in our apps do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our team at admin@evershare.io and we will investigate.

Authorization to Contact You

Evershare.io may contact you using social media, email, text messages, or other means to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce these Terms of Use, our policies, applicable law, or any other agreement we may have with you. Evershare.io may also contact you, and enable royalty rights sellers to contact you, using social media, email, text messages, or other means for marketing purposes (e.g., offers and promotions), consistent with any consents to such communications. If you do not wish to receive such communications, you may change your communications preference at any time, by contacting Evershare.io at admin@evershare.io

Privacy of Others; Marketing

If Evershare.io provides you with information about another User, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a User's information to a third party for purposes unrelated to the Service. Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific User to do so.

Disclaimer of Warranties; Limitation of Liability

We try to keep our Service safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Service. Some functionality is subject to delays beyond Evershare.io's control.

You agree that you are making use of our Service at your own risk, and that it is being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their investors, officers, directors, agents, contractors and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

the content you provide (directly or indirectly) using the Service; your use of or your inability to use our Service; pricing, format, or other guidance provided by Evershare.io; delays or disruptions in our Service; viruses or other malicious software obtained by accessing or linking to our Service; glitches, bugs, errors, or inaccuracies of any kind in our Service; damage to your hardware device from the use of any Evershare.io Service; the content, actions, or inactions of third parties, including IP Royalty Rights listed using our Service; a suspension or other action taken with respect to your account or breach of these Terms of Use; the duration or manner in which your listings appear in search results; your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Terms of Use or our policies OR any contract between buyer and seller.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount of fees in dispute not to exceed the total fees that you paid to us in the three (3) months prior to the action giving rise to the liability, or (b) \$100. You should seek independent legal advice before entering into any contract with a buyer or seller, as applicable.

Release

If you have a dispute with one or more Users or another third party, you release us (and our affiliates and subsidiaries, and our and their respective investors, officers, directors, contractors, employees and agents) from claims, demands and damages (actual, direct and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims that you may know or suspect to exist in your

favour at the time of agreeing to this release, including expressly releasing rights under Section 1542 of the California Civil Code.

Indemnity

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective investors, officers, directors, employees, contractors and agents) harmless from any claim or demand, including reasonable legal fees and expenses, made by any third party due to or arising out of your breach of these Terms of Use, your improper use of Evershare.io's Service, your violation of any law, your actions or failure to act, or the rights of a third party.

Legal Disputes

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND MAY HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND EVERSHARE.IO HAVE AGAINST EACH OTHER ARE RESOLVED.

You and Evershare.io agree that any claim or dispute at law or equity that has arisen, or may arise, between you and Evershare.io (including any claim or dispute between you and a third-party agent of Evershare.io) that relates in any way to or arises out of this or previous versions of the Evershare.io Terms of Use, your use of or access to the Service, the actions of Evershare.io or its agents, or any IP Royalty Rights sold or purchased through the Service, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

A. Applicable Law

You agree that the laws of England & Wales, without regard to principles of conflict of laws, will govern these Terms of Use and any claim or dispute that has arisen or may arise between you and Evershare.io, except as otherwise stated in these Terms of Use.

B. Agreement to Arbitrate

You and Evershare.io each agree that any and all disputes or claims that have arisen, or may arise, between you and Evershare.io (including any disputes or claims between you and a third-party agent of Evershare.io) that relate in any way to or arise out of this or previous versions of these Terms of Use, your use of or access to Evershare.io's Service, the actions of Evershare.io or its agents, or any IP Royalty Rights sold, offered, or purchased through Evershare.io's Service shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Arbitration Act 1996 governs the interpretation and enforcement of this Agreement to Arbitrate.

1. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND EVERSHARE.IO AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND EVERSHARE.IO AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS. If a court decides that applicable law precludes

enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and Evershare.io's right to appeal the court's decision. All other claims will be arbitrated.

2. Arbitration Procedures

The arbitration will be conducted by The London Court of International Arbitration ("LCIA") under its rules and procedures, , and will be conducted in the City of London, United Kingdom. See <https://www.lcia.org/> for further details

General

Except as otherwise provided in these Terms of Use, if any provision of these Terms of Use is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign these Terms of Use, and in such event, we will post notice on www.evershare.io

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms of Use.

We may amend these Terms of Use at any time by posting the amended terms on www.evershare.io. Our right to amend these Terms of Use includes the right to modify, add to, or remove terms in these Terms of Use. Your continued access or use of our Service constitutes your acceptance of the amended terms. We may also, but are not required to, ask you to acknowledge your acceptance of these Terms of Use through an electronic click-through.

The policies posted on our Site may be changed from time to time. Changes take effect when we post them on the Evershare.io site.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to these Terms of Use. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Use.

These Terms of Use, the Privacy Policy, and all policies posted through our Service set forth the entire understanding and agreement between you and Evershare.io, and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of these Terms of Use: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

Enter your email for early access to the Evershare.io app.

SUBMIT

By clicking submit, you are agreeing to our User Agreement and Privacy Policy