

Terms of Use

Please read Terms of Use (hereinafter: »terms«) carefully before using the Help 365 AG website (URL: encoretoken.uk hereinafter referred to as “website”). By using the Help 365 AG website you acknowledge, understand and agree to these Terms of Use.

Introduction

This document sets out the Terms of Use of the Help 365 AG website. In addition to the Terms of Use, please also read the Privacy Policy and the Cookie Policy.

This legal document is a valid and legally binding agreement between you and Help 365 AG. Should you disagree with the Terms of Use, please refrain from using this website. The Terms of Use, Privacy Policy and Cookies Policy constitute the necessary and binding documents that every user must acknowledge, understand and agree to when using this website.

Help 365 AG is a company registered in Liechtenstein: Landstrasse 25, 9490 Vaduz, Liechtenstein

The term “you” is defined by the user, visitor or a client of the website and user or client of Help 365 AG.

The terms “we / our / us / our website / our platform” defines Help 365 AG.

The term “Terms of Use” defines the general terms and conditions of this website.

1. Acceptance of the Terms of the Help 365 AG Website

The Terms of Use, Privacy Policy and Cookies Policy altogether define the conditions that users agree to when using the Help 365 AG website to gain information, including texts, offers, proposals, news, graphics, photos and other materials that the Help 365 AG website contains, and together is defined as “content”.

The use of this website is based upon your acceptance of these Terms of Use and on your compliance of these terms. You agree to the Terms of Use from the first time you use this website.

These Terms of Use apply solely to the use of this website and do not govern any other legal relations between you and Help 365 AG. All information on this website serves exclusively as guidance for the use of this website. Any further engagements regarding individual partnerships, business relationships or cooperations are to be negotiated individually and as part of a separate, individual agreement.

If you do not accept these Terms of Use, please do not access and/or use this website.

2. Restrictions of Use of Help 365 AG Website

Help 365 AG gives you a personal, limited, non-exclusive and non-transferable right to use this website for personal and non-commercial reasons in accordance with these Terms of Use. As a prerequisite for using the website, you acknowledge, understand and confirm that you will not use this website for any purpose that is illegal, unlawful, unethical or inconsistent and/or contrary to the Terms of Use and the purpose for which this website was created.

Help 365 AG reserves the right to investigate all violations of the Terms of Use, as well as threats and the unauthorised use of this website. Help 365 AG will act accordingly and in a manner that is considered appropriate, including, among other things, reporting to the law enforcement authorities, the regulator or other third-parties on the suspicion of illegal activities. If necessary and bound by the law, Help 365 AG will disclose relevant information to the law enforcement authorities, including personal names, email addresses, IP address, search history, etc.

You may not use software to obtain information about the use of this website by other users or to discover their identity. You may also not duplicate this website in any way and/or present yourself as a Help 365 AG employee and/or sell, rent, sub-license, loan, etc. any content from this website, unless explicitly allowed by Help 365 AG or these Terms of Use.

You acknowledge that you will not perform any activities that would, at our discretion, constitute or represent a disproportionate and excessive burden on our website and related infrastructure and that would not, in any way, interfere with or attempt to interfere with the proper functioning of this website, or would try to circumvent our measures to restrict access to this website.

3. Content Website Users and Clients

Help 365 AG excludes its liability for the content provided here on this website by Help 365 AG, including (but not limited to) information and materials provided in connection with user and visitors profiles, questions and answers, requests for information, user's comments, etc.

You agree and acknowledge that you are fully responsible for all the content you provide to Help 365 AG. We do not guarantee the accuracy, integrity and quality of user's profiles, content, comments, etc. (altogether as: information). With the acceptance of these Terms

of Use, you agree that Help 365 AG is not responsible for any loss or damage that your reliance on the above mentioned information may have on you.

4. Exclusion of Liability

Unless expressly provided in these Terms of Use, Help 365 AG does not make any representations and excludes any warranties, expressed or implied, to the fullest extent possible under the applicable law, regarding the relevance, reliability, availability, timeliness and accuracy of the information, the content of the website and links to third-party websites on our website.

Our website, the information and content on it, as well as website related graphics are provided by Help 365 AG without any warranty of any kind.

The information we provide on this website may be inaccurate or have typographical errors. Help 365 AG is not liable for any direct, indirect, punitive, incidental, consequential, and/or other damages or loss of data, profits, goodwill or reputation, personal injury or any other damage resulting from (i) your access and use of this website, (ii) your inability to use the website (iii) any information or content contained on our website, (iv) user's information or material provided on our website.

The exclusion of liability applies regardless of whether the damage was caused by a breach of contract, liability for damages, negligence, and strict liability or otherwise.

5. Right of Refusal, Blocking of Users, Termination of the Website

Help 365 AG reserves the right to refuse access to this website in whole or in part to anyone at any time. Help 365 AG may do this if it is reasonably assumed that: (i) you have violated the Terms of Use, Cookies Policy or Privacy Policy, (ii) there is possible legal risk or negative exposure of Help 365 AG; or (iii) our provision of access to the website is no longer economical or socially acceptable. We will do our best to inform you of the termination of the website or of blocking you as a user by email (if provided to us).

6. Intellectual Property

This website and its contents are the intellectual property of Help 365 AG and/or the shareholders of Help 365 AG or its authors and shall not, by any chance, be used, copied, sold, leased, rented or otherwise distributed and used for personal or commercial purposes without the explicit written consent of the rightful property owner, unless otherwise specified in this Terms of Use. The name Help 365 AG, the website, the trademark, logotype, images, texts, the content of the website, graphic design, databases, and corporate identity represent the intellectual property of Help 365 AG and/or its shareholders. Everything stated above belongs to Help 365 AG and/or its shareholders

and is their sole property, including all the material rights on the texts, graphics, content, trademarks, databases, etc. created by third-party contractors, employees, Help 365 AG consultants, and other Help 365 AG partners. By accepting these Terms of Use, you agree that everything stated above is protected by copyrights, trademarks or other respective intellectual property rights.

You can use Help 365 AG without our explicit consent as a reference in case you refer to technical, legal or advisory services that have already been provided by Help 365 AG. You may also use them for recreational purposes, provided you provide us with adequate compensation. Any other use requires the explicit written consent of Help 365 AG.

Without Help 365 AG's explicit, written consent, it is forbidden to use the information provided by Help 365 AG or its clients or business partners and advisors. The same applies to copyrights and other intellectual property rights of Help 365 AG and its business partners that you wish to use for any purpose, especially for commercial purposes.

7. Links to Third-Party Websites

Third-party websites are not under the control of Help 365 AG and so is Help 365 AG in no instance responsible for the content on third-party websites and for links to other websites contained in third-party websites. Third-party websites are subject to their own Terms of Use. The reference to the third-party websites on this website does not constitute any recommendation, approval or confirmation of the third-party website. Help 365 AG excludes its liability for the damages caused through using third-party websites.

8. Miscellaneous

No business, partnership or employment relationship has been created between the parties as a result of these Terms of Use.

These Terms of Use, including the Privacy Policy and Cookie Policy, solely govern the legal relationship between you and Help 365 regarding the use of this website.

In the event that one of the parties does not exercise its right under these Terms of Use, such client or user conduct shall not be considered as a waiver of the right or as a waiver of other rights.

Help 365 AG shall not be liable for the failure to fulfil its obligations under these Terms of Use if such failure is the result of any reason beyond the reasonable control of Help 365 AG.

If any provision of the Terms of Use turns out to be unenforceable or invalid, then that provision shall be limited or eliminated to the minimum extent necessary for the Terms of Use to remain in force.

Help 365 AG may transfer or assign to third-parties the rights and obligations under the Terms of Use without your consent.

The Terms of Use shall come into force from the moment you enter the Help 365 AG website and expire when you stop using it or when these Terms of Use expire.

9. Applicable Law and Jurisdiction

This Terms of Use, the Privacy Policy and Cookies policy shall be governed by and interpreted in accordance with the law of Liechtenstein. The parties shall solve disputes in a peaceful way. If that shall not be possible, the court of Liechtenstein shall have exclusive jurisdiction to solve it.

10. Changes to the Terms of Use

Help 365 AG reserves the right to change and update the Terms of Use on the website at any time. It is your responsibility to familiarise yourself with any possible changes. The date of the last update of this Terms of Use is on this document. If you have any questions, please contact us at: support@encorestoken.uk

If these Terms of Use become unacceptable to you or you disagree to the Terms of Use after reading them, do not use this website anymore. By using this website, you agree to the Terms of Use as modified.

11. Contact, Feedback and Complaints

If you would like to contact us regarding the Terms of Use, Privacy Policy or Cookies Policy, please write to: support@encorestoken.uk

You agree that your feedback may be used to improve and/or modify our website without any limitation or obligation of payment.