

**EVERSI.DE SOLUTIONS  
TERMS & CONDITIONS  
for „ esProxy ”**

**PREVIEW ONLY  
CURRENTLY INEFFECTIVE**

**Last Updated: N/A  
Effective From: N/A**

## §1. General Conditions

1. By using service, the **user automatically agrees** to the terms and conditions of this document.
2. Ignorance of this document does not exempt the user from complying with it.
3. Administrator of service **is not liable for damages caused by users**, if there is evidence in the form of:
  - video recordings and/or screenshots showing the perspective of a user using this service on the victim's service without proper consent
  - a list showing pseudonyms, ip addresses and timestamps, together with the canonical address of the affected service

Administrator may punish users, to report a violation, please contact with the service administrator via email: **abuse@everside.de**

4. Administrator is not responsible for user accounts. If user lost access to account, they can contact with us via email: **contact@everside.de**
5. Administrator have 14 working days to answer email contact.  
**Important:** in some cases that period can be longer

## §2. Penalty Tariff & Appeals

1. User may appeal against a penalty within 7 days of receiving it by contacting the service administrator via email: **contact@everside.de**
2. User who violates any of the points listed in this document will be punished according to the degree of violation. Table below shows the degrees of violation and penalties:

| Violation Level | Applies To  | Punishment  |
|-----------------|---|---|
| <b>LOW</b>      | <ul style="list-style-type: none"><li>• §3.4 Terms of Service</li></ul>   | Temporary Ban<br>from 1 to 5 days   |
| <b>MEDIUM</b>   | <ul style="list-style-type: none"><li>• §3.3 Terms of Service</li><li>• §3.4 Terms of Service</li></ul>   | Temporary Ban<br>from 7 to 30 days  |
| <b>HIGH</b>     | <ul style="list-style-type: none"><li>• §3.1 Terms of Service</li><li>• §3.2 Terms of Service</li><li>• §3.3 Terms of Service</li><li>• §3.4 Terms of Service</li><li>• §3.5 Terms of Service</li><li>• §4.4 Terms of Payment</li></ul> | Temporary Ban<br>from 30 days to 90 days<br><br>Permanent Ban<br>without appeal privilege |

3. Administrator reserves right to **penalize the user at its own discretion** if it deems it necessary.
4. Any active penalties result in temporary or permanent loss of purchased services without any form of refund.

### §3. Terms of Service

1. Any kind of sharing access to the service with third parties is strictly prohibited.
2. Using the service on the website without the consent of its owner is strictly prohibited.
3. Abuse of the service functionality for personal purposes is strictly prohibited.
4. Any content that promotes hatred, sexual content, content that defames religions, threats, or sharing other people personal data is strictly prohibited.
5. Any kind of dissemination of content intended to harm other users is strictly prohibited.

Violation of any of the above rules for the provision of services will result in the user violating the regulations being punished in accordance with the tariff presented in **§2 Penalty Tariff & Appeals, sec. 2.**

### §4. Terms of Payment

1. By making a purchase, the user lost the right to resign from the purchase agreement.
2. All purchases are final, there is no possibility of a refund after purchase.
3. All purchased services are provided for a period specified at the time of purchase, but all types of services will remain valid until the service ceases to operate.
4. Any kind of chargebacks, disputes, or other means of recovering funds will result in the loss of service.
5. All types of purchased services are assigned to a specific nickname and cannot be transferred to another nickname.

**Exception:** change of Minecraft account name within same unique identifier, to update nickname to new, please contact with us via email: **contact@everside.de**

### §5. Privacy Policy

1. Administrator of this service is **Digital Adventures LLC.**, subject to the jurisdiction of the **Wyoming** state in **United States of America.**
2. Service is collecting data from:
  - data voluntarily provided in forms
  - data resulting from connections to the service infrastructure
  - data resulting from payment processing
  - data stored via cookies
3. All data is processed solely for the purpose of providing services to the user.

4. Every user whose data has been collected has the right to request its removal, receive it, or receive an explanation as to why such data is being collected by contacting the service administrator via email: **contact@everside.de**

**Important:** removal of data may result in loss of access to service, however activity logs and payment details won't be removed pursuant to *art. 6 sec. 1 let. f General Data Protection Regulation of European Union* for a maximum period of 6 years

5. Collected data may be processed and/or stored by external entities, including:

- **dataforest GmbH**

*Taunusstraße 52  
65-830 Kriftel, Germany*

Shared Data:

1. Activity Logs

Includes:

- *usernames*
- *any information provided in form*
- *ip addresses*

2. User Accounts

Includes:

- *usernames*
- *encrypted passwords*
- *ip addresses*
- *internet service providers*
- *settings*

3. Payment Details

Includes:

- *email address*
- *payment identifier*
- *payment method*
- *purchase information*

- **Neo Software Services LTD**

*71-75 Shelton Street, Covent Garden  
WC2H 9JQ, London, United Kingdom*

Shared Data:

1. Connection Information

Includes:

- *ip addresses*
- *internet service providers*