

**NOTICE TO ALL USERS: PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONSITUTES THE LEGAL AGREEMENT BETWEEN YOU AND StartVPN.**

These terms and conditions (the "Agreement") govern the purchase, access, and use of our Services by our Customers (hereinafter "Customer" or "You" or "Your"). In order to use or receive the benefits of any Service, You must purchase the applicable Service. Services are defined as all products offered by StartVPN, including but not limited to Mobile App, software, and support services. If StartVPN introduces new Services in the future, such Services will be governed by this Agreement, depending on their Service category (i.e., SaaS, Software, etc.). This Agreement explains StartVPN' obligations to You and explains Your obligations to StartVPN.

If You use a Product or functionality that StartVPN makes available to You to try at Your option, at no additional charge, and which is designated as "beta," "trial," "pre-GA," "pilot," "preview," "early access," "evaluation," "proof of concept (POC)," or by a similar designation ("Free Trial Product"), then the applicable provisions of this Agreement will govern that Free Trial Product (unless otherwise agreed), and StartVPN will make such Free Trial Product available to You on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which You agreed to use such Free Trial Product, (b) the start date of any subscription You purchase for such Product, or (c) termination of the Free Trial Product by StartVPN in its sole discretion. A free trial period may be extended upon mutual agreement by You and StartVPN. Notwithstanding anything to the contrary in this Agreement, a Free Trial Product is provided "AS IS." StartVPN MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO A FREE TRIAL PRODUCT. StartVPN SHALL NOT HAVE ANY LIABILITY FOR YOUR USE OF THE FREE TRIAL PRODUCTS UNDER THIS AGREEMENT UNDER ANY THEORY OF LIABILITY (NOWITHSTANDING ANY LIMITATION OF LIABILITY CONTAINED ELSEWHERE HEREIN), UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE StartVPN' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL PRODUCT IS \$1,000. ANY DATA AND CONFIGURATIONS ENTERED INTO YOUR FREE TRIAL PRODUCT ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL PRODUCT TERM.

IF YOU HAVE ARRIVED AT THIS PAGE DURING THE PROCESS OF INSTALLING, DOWNLOADING, ACCESSING, OR DEPLOYING A SERVICE, YOU ACKNOWLEDGE AND AGREE THAT BY PROCEEDING WITH THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DISCONTINUE THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE.

This Agreement may be periodically updated, and the current version will be posted at <https://www.vpnstart.net>. Your continued use of the Services after a revised Agreement has been posted constitutes your acceptance of its terms. For the purposes of this Agreement, StartVPN Services, networks, servers, and accounts also include those of subcontractors that StartVPN uses to provide the agreed services and fulfil its contractual obligations.

## DEFINITIONS.

**“Application Store”** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Mobile App has been downloaded.

**“Confidential Information”** means all confidential and proprietary information of a Party (the “Disclosing Party”) disclosed or made available to the other Party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including without limitation, the terms and conditions of this Agreement, the Services, business and marketing plans, technology and technical information, pricing information, financial results and information, product designs, product roadmaps, results of penetration testing, security reports or audits and business processes.

**“Force Majeure Event”** means any circumstances which are unforeseeable, and beyond the reasonable control of the party affected, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, Internet service provider or hosting facility failures or delays, hardware, software or power systems not provided by StartVPN, or acts undertaken by third parties, including without limitation denial of service attacks.

**“Mobile App”** means software application provided or made available to You in connection with your subscription to StartVPN Services for download on Your electronic device. Device means any device that can access the Service such as a computer, a mobile phone, or a digital tablet.

**“SLAs”** means the Service Level Agreements provided by StartVPN for each applicable Product, as further described at...

**1. SUBSCRIPTION PURCHASE.** The Service or some parts of the Service are available only with a paid subscription. You may purchase Services online or through the Mobile App, which is overseen by the applicable Application Store, depending on the type of your device. All purchases shall be governed by the terms and conditions in this Agreement regarding Your access and use of the Services. Your subscription begins when your purchase is completed, and the payment has been received. You agree that your purchase of any Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by StartVPN with respect to any future functionality or features.

**2. BILLING.** The prices mentioned in the respective offers represent total prices. They include all the price components, including all the incidental taxes. The payment methods that are available to You are shown during the checkout process. Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately. You agree to permit StartVPN directly or through its

providers to automatically renew your subscription to Services by charging a valid debit/credit card number which you have provided. By providing a payment information, You are authorizing to charge your card information, through the authorized provider for the subscription fees associated with the Service fees that you sign up for.

You acknowledge and agree that all billing and transaction processes for Mobile App are overseen by the Application Store from where you downloaded the Mobile App and are governed by that Application Store's own terms and conditions.

### **3. SUBSCRIPTION RIGHTS; INTELLECTUAL PROPERTY RIGHTS**

**Subscription Rights.** Subject to the terms and conditions in this Agreement, StartVPN grants You a limited, non-transferable, non-assignable, non-exclusive right to access and use the Services during the Subscription Term for the quantity and type of purchased Services as specified upon purchase.

**Access and Use of Services.** You agree to only access and use the Services in accordance with this Agreement and the applicable documentation, including any relevant Service usage guidelines.

**IP Rights Ownership.** All rights and title in and to the Services and any applicable documentation, including all Intellectual Property Rights inherent therein, belong exclusively to StartVPN and its licensors. No rights are granted to You other than as expressly set forth in this Agreement. "Intellectual Property Rights" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of which country or jurisdiction they arise under.

### **4. RESTRICTIONS AND GUIDELINES.**

**Restrictions.** You (i) shall not (a) modify, copy, display, republish or create derivative works based on the Services; (b) reverse engineer the Services; (c) access or use the Services to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services; (d) use the Services in any way prohibited by applicable law or that would cause either party to violate applicable law including but not limited to: (1) sending spam or other duplicative or unsolicited messages; (2) using the Services to send infringing, obscene, threatening, libellous, or other unlawful material; (3) using the Services to access blocked services; or (4) uploading to the Services or using the Services to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (e) use the Services to run automated queries to external websites; (f) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (g) attempt to gain unauthorized access to the Services or its related systems or networks; (h) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols

or labels in the Services; and (ii) agree to (a) use the Services solely for Your personal or internal business purposes (i.e. You may not transfer, sublicense, resell, or commercially exploit the Services); and (b) not access or use the Services from a prohibited location in violation of international trade and economic sanctions.

**Your Guidelines and Responsibilities.** You agree and understand that: (i) You are responsible for all Your activity and the activity of users authorized by You and Your compliance with this Agreement; (ii) You shall: (a) prevent unauthorized access to, or use of, the Services, and notify StartVPN promptly of any such unauthorized access or use; and (b) comply with all applicable laws and/or regulations in using the Services; (iii) the Services shall not include Your connection to the Internet or any equipment or third party licenses necessary for Your use of the Services, which shall be Your sole responsibility; and (vi) StartVPN shall have the right to: (a) use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You relating to the Services without restriction and without obligation to You (collectively “Feedback”); and (b) utilize information collected regarding Your use of the Services for the purposes of (1) maintaining, improving and/or analyzing the Services, including providing advanced analytics and reporting to You, and/or (2) complying with all legal or contractual requirements. The foregoing shall in no way limit StartVPN’ confidentiality and security obligations set forth in this Agreement. StartVPN acknowledges that all Feedback is provided “As-Is” without warranty of any type.

Certain Services may require an active and stable connection to the Internet in order to function. It is therefore Your responsibility to ensure that you have at all times an active and stable Internet connection.

**StartVPN Guidelines and Responsibilities.** StartVPN maintains reasonable and appropriate physical, organizational, administrative, and technical safeguards designed to protect Your data from loss, misuses, unauthorized access, disclosure, alteration, and destruction (“**Security Measures**”). StartVPN will not materially decrease the Security Measures during the subscription term. StartVPN will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors, and subcontractors/sub-processors to the extent applicable to their scope of performance.

StartVPN reserves the right to suspend Your access to or download of Services in the event Your use of the Services represents an imminent threat to StartVPN network, or if directed by a court or competent authority.

## **5. WARRANTIES.**

**Mutual Warranty.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

**StartVPN Warranty.** StartVPN will maintain the usability of its Services during the subscription term through regular updates and upgrades substantially in accordance with the applicable documentation.

**Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, StartVPN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE StartVPN SERVICES, ENHANCEMENTS, MAINTENANCE OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY StartVPN. StartVPN HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, DEVICE FAILURE OR MALFUNCTION FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY OF DATA, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS by filtering, disabling, or removing such third party's software, spyware, adware, cookies, emails, DOCUMENTS, advertisements or the like, WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE.

WITHOUT LIMITATION OF THE FOREGOING, StartVPN EXPRESSLY DOES NOT WARRANT THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, FUNCTION AS INTENDED, OR THAT THE USE OF THE PROVIDED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM StartVPN SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU AGREE THAT StartVPN WILL NOT BE LIABLE FOR ANY (I) SUSPENSION OR LOSS OF THE SERVICES, EXCEPT TO THE LIMITED EXTENT THAT A REMEDY IS PROVIDED UNDER THIS AGREEMENT; (II) INTERRUPTION OF BUSINESS; (III) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEBSITE(S) PROVIDED THROUGH OR BY THE SERVICES; (IV) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD; (V) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (VI) EVENTS BEYOND THE CONTROL OF StartVPN; OR (VII) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD.

The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

## **6. CONFIDENTIAL INFORMATION.**

You recognize the confidentiality of the Services and their documentation, and agree not to disclose it, in whole or in part, to a third party without the prior written approval of StartVPN.

## **7. TERM AND TERMINATION. RENEWALS.**

**Agreement Term.** This Agreement shall continue in effect for the duration of Your subscription. StartVPN offers various subscription plans (such as daily, weekly, monthly, or annually), which can be selected depending on the Service when purchasing the subscription. At the end of each period, Your subscription will automatically renew under the exact same

conditions unless You cancel it by providing a minimum 30-day notice or StartVPN cancels it in accordance with this Agreement.

You can find specific details regarding your subscription by logging into your account on the Mobile App. You agree to provide StartVPN or its payment provider the current, complete, and accurate information for Your billing account. You must promptly update all information to keep Your billing account current, complete, and accurate (such as, but not limited to a change in billing address, credit card number, or credit card expiration date), and You must promptly notify if Your credit card is cancelled (such as, but not limited to for loss or theft). If you fail to provide any of the foregoing information, you agree that StartVPN through its payment providers may continue charging you for any subscription automatically renewed unless you inform not to renew your subscription to StartVPN prior to the expiration of your subscription to StartVPN and informing them of your desire not to have such subscription automatically renewed. This Agreement will terminate automatically if You fail to comply with any of the limitations or other requirements described herein.

**Cancellation.** You may cancel Your subscription renewal through Your account settings page. You will not receive a refund for the fees You already paid for Your current subscription period, and You will be able to access the Service until the end of Your current subscription period. Further, StartVPN reserves the right to offer additional cancellation rights which would be specified upon purchase, such as a right to cancel the subscription for free within first 30 months of subscriptions of 6 months or longer.

This Agreement may be terminated by StartVPN at any time, without prior notice, if: (i) in StartVPN' sole judgment, You are in violation of any terms or conditions herein; or (ii) in StartVPN' sole judgment, Your use of the Services places or is likely to place unreasonable demands upon StartVPN or could disrupt StartVPN' business operations. In the event of termination or suspension of Services under the above circumstances, You agree that no refunds will be due to You for the remainder of an existing subscription.

## **8. LIMITATION OF LIABILITY.**

**Waiver of Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OF ANY KIND, OR ANY LOST PROFITS OR LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

**Limitation of Monetary Damages.** YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL StartVPN' TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO StartVPN OR THE SERVICES PROVIDED BY StartVPN MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF SERVICE OR YOUR USE OF StartVPN OR ITS SERVICES OFFERED.

NO WAIVER OF ANY PROVISION OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF StartVPN.

**9. ANTI-CORRUPTION.** In performing this Agreement, the parties agree to comply at all times with the applicable laws related to money-laundering, bribery, and anti-corruption, including the Foreign Corrupt Practices Act, the UK Anti-bribery Act, and any other applicable anti-corruption legislations (“**Anti-corruption Laws**”). Each of the parties agrees and warrants that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

## **10. GENERAL PROVISIONS.**

**Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

**Servers and Country List.** StartVPN continuously introduces and decommissions servers in order to provide the best server available at a particular location(Country/City). Therefore, the list of countries and servers displayed in the StartVPN homepage (https://vpnstart.net) may not be accurate any may differ servers offered in the application.

**Governing Law and dispute resolution.** This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of Belgium, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act.

The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Antwerp, Belgium. If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting StartVPN.

**Force Majeure.** Neither Party shall be in breach of the Agreement in the event it is unable to perform its obligations as a result of natural disaster, war, emergency conditions, labour strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or condition beyond its reasonable control. The party affected shall be relieved from its obligations (or part thereof) for the time that the Force Majeure

event lasts and hinders the performance of said obligations (or part thereof). The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure event.

**Entire Agreement.** This Agreement constitutes the entire agreement between You and StartVPN, regardless Your place of residence, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement.