

SecureNetworX HomeVPNBox

General Terms and Conditions (January 2012)

- 1) **Provision of the Services by SecureNetworX and its technology partners:**
 - a. SecureNetworX is constantly innovating in order to provide the best possible experience for its users. The form and nature of the Services which SecureNetworX and its partners provide may change from time to time without prior notice to the user.
 - b. As part of this continuing innovation, SecureNetworX may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at SecureNetworX's sole discretion, without prior notice to the user.
 - c. The user may stop using the Services at any time and does not need to specifically inform SecureNetworX when ceasing to use the Services.
 - d. The user acknowledge and agrees that if SecureNetworX disables access to its account, the user may be prevented from accessing the Services, account details or any files or other content which is contained in the users account.

- 2) **Use of the Services:**
 - a. The Services may only be used for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).
 - b. Due to local norms and/or laws, the Services must not be used in the following countries: Benin, Burkina Faso, Cameroon, Congo, Cote D'Ivoire, Ghana, Indonesia, Iran, Islamic Republic of, Morocco, Niger, Nigeria, Senegal, South Africa, Syrian Arab Republic, Togo. This restriction is enforced by local applicable laws. We encourage all customers to respect any local laws. If a user has signed up from within these countries, the account will be terminated and money NOT refunded.
 - c. The user will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
 - d. Unless you have been specifically permitted to do so in a separate agreement with SecureNetworX, the user will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
 - e. The user is solely responsible for (and that SecureNetworX nor its partners has no responsibility to the use or to any third party for) any breach of the user's obligations under the Terms and for the consequences (including any loss or damage which SecureNetworX or its partners may suffer) of any such breach of the Services for any purpose.
 - f. The Services account is non-transferable. The user can operate it only on its own devices. The user may not rent or share its account or license key. The HomeVPNBox may be used with up to 7 devices connected in one household at the same time.
 - g. The HomeVPNBox is for personal use only. SecureNetworX and its partners offer specific business solutions.

- 3) **Privacy and personal information:**
 - a. Astrill's data protection practices are detailed in the privacy policy published at <http://www.astrill.com/privacypolicy.php>. This policy explains how the user's personal information is handled, and protects the user's privacy, when connecting to the Services.
 - b. The user agrees to the use of its data in accordance with Astrill's privacy policies.

- 4) **Content in the Services:**
 - a. All information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which the user may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to hereafter as the "Content."
 - b. The user should be aware that Content presented as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content (or by other persons or companies on their behalf). The user may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless the user has been specifically told by the owners of that Content, in a separate agreement.
 - c. Astrill reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. In addition, there are commercially available services and software to limit access to material that the user may find objectionable.
 - d. The user understands that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
 - e. The user is solely responsible for (and that Astrill has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Astrill may suffer) by doing so.

- 5) **Proprietary rights:**
 - a. SecureNetworX and its partner, own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
 - b. Nothing in the Terms gives the user a right to use any of the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

- c. SecureNetworX and its partners acknowledges and agrees that it obtains no right, title or interest under these Terms in or to any Content that the user submits, posts, transmits or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). The user is responsible for protecting and enforcing those rights and that SecureNetworX nor its partners has no obligation to do so on your behalf.
 - d. The user shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
 - e. The user will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.
- 6) **License**
- a. The user is given a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the HomeVPNBox as part of the Services as provided (referred to as the "Software" hereafter). This license is for the sole purpose of enabling to use and enjoy the benefit of the Services in the manner permitted by the Terms.
 - b. The user may not (nor permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the HomeVPNBox Software or any part thereof, unless this is expressly permitted or required by law, or unless the user has been specifically told that you may do so by SecureNetworX, in writing.
 - c. Unless SecureNetworX and its partners have given specific written permission, the user may not assign (or grant a sub-license of) the rights to use the Software, grant a security interest in or over the users' rights to use the Software, or otherwise transfer any part of its rights to use the Software.
- 7) **User's Content license**
- a. The User retains copyright and any other rights already hold in Content which the user submits, post or display on or through, the Services.
- 8) **Software updates**
- a. The Software application within the HomeVPNBox may automatically download and install updates from time to time from Astrill. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. The user agrees to receive such updates (and permit Astrill to deliver these to you) as part of your use of the Services.
- 9) **Hardware Warranty:**
- a. The HomeVPNBox hardware comes with a 2-year limited warranty from the date of purchase.
 - b. If the product malfunctions during the warranty period, SecureNetworX will, at its discretion, have the unit repaired or replaced at no charge, provided the product has not been subjected to misuse, abuse or non-authorized alterations, modifications or repairs. When returning a product, include your original proof of purchase.
 - c. All expressed and implied warranties for the HomeVPNBox product line including, but not limited to, the warranties of merchantability and fitness for a particular purpose, are limited in duration of the above period.
- 10) **Exclusion of Warranties:**
- a. NOTHING IN THESE TERMS, INCLUDING SECTIONS 10 AND 11, SHALL EXCLUDE OR LIMIT SECURENETWORX' WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
 - b. THE USER EXPRESSLY UNDERSTAND AND AGREES THAT THE USE OF THE SERVICES IS AT ITS SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."
 - c. IN PARTICULAR, ASTRILL, ITS SUBSIDIARIES AND AFFILIATES, AND SECURENETWORX AS A LICENSOR, DO NOT REPRESENT OR WARRANT THAT:
 - a. THE USE OF THE SERVICES WILL MEET SPECIFIC REQUIREMENTS,
 - b. THE USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
 - c. ANY INFORMATION OBTAINED BY THE USER AS A RESULT OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
 - d. THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE HOMEVPNBOX AS PART OF THE SERVICES WILL BE CORRECTED.
 - e. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USERS OWN DISCRETION AND RISK AND THAT THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - f. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM SECURENETWORX OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
 - g. SECURENETWORX FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11) **Limitation of Liabilities:**

- a. SUBJECT TO OVERALL PROVISION IN PARAGRAPH 10.a ABOVE, THE USER EXPRESSLY UNDERSTAND AND AGREES THAT ASTRILL, ITS SUBSIDIARIES AND AFFILIATES, AND SECURENETWORKX SHALL NOT BE LIABLE FOR:
 - a. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY THE USER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
 - b. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY THE USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 1. ANY RELIANCE PLACED BY THE USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN THE USER AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;
 2. ANY CHANGES WHICH SECURENETWORKX MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
 3. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH THE USE OF THE SERVICES;
 4. THE USER'S FAILURE TO PROVIDE SECURENETWORKX WITH ACCURATE ACCOUNT INFORMATION;
 5. THE USER'S FAILURE TO KEEP PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
- b. THE LIMITATIONS ON SECURENETWORKX'S LIABILITY IN PARAGRAPH 11.a ABOVE SHALL APPLY WHETHER OR NOT SECURENETWORKX HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.
- c. SECURENETWORKX RESERVES THE RIGHT TO REVISE OR UPDATE ITS PRODUCTS, SOFTWARE, OR DOCUMENTATION WITHOUT OBLIGATION TO NOTIFY ANY INDIVIDUAL OR ENTITY.

12) **Copyright and trade mark policies**

- a. It is SecureNetworkX's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.
- b. SecureNetworkX and its partners operate a trade mark complaints procedure in respect of Astrill's advertising business.

13) **Advertisements**

- a. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.
- b. The manner, mode and extent of advertising by Astrill on the Services are subject to change without specific notice to the user
- c. In consideration for SecureNetworkX granting you access to and use of the Services, Astrill may place such advertising on the Services.

14) **Other content**

- a. Resources which are provided by companies or persons other than SecureNetworkX or its partner Astrill.
- b. SecureNetworkX and Astrill are not responsible for the availability of any such external sites or resources, and do not endorse any advertising, products or other materials on or available from such web sites or resources.
- c. SecureNetworkX and Astrill are not liable for any loss or damage which may be incurred by the user as a result of the availability of those external sites or resources, or as a result of any reliance placed by the user on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

15) **Ending the Contractual Relationship**

- a. The Terms will continue to apply until terminated by either the user or SecureNetworkX as set out below.
- b. SecureNetworkX and its partners may at any time, terminate its legal agreement with if:
 - a. The user has breached any provision of the Terms (or has acted in manner which clearly shows that the user does not intend to, or is unable to comply with the provisions of the Terms); or
 - b. SecureNetworkX is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
 - c. SecureNetworkX has terminated its relationship with Astrill or ceased to offer the Services; or
 - d. Astrill is transitioning to no longer providing the Services in the country in which the user is a resident or from which you the service is connected from; or
 - e. The provision of the Services is, in SecureNetworkX's opinion, no longer commercially viable.
- c. Nothing in this Section shall affect SecureNetworkX's rights regarding provision of Services under Section 4 of the Terms.
- d. When these Terms come to an end, all of the legal rights, obligations and liabilities that the user and SecureNetworkX have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions shall continue to apply to such rights, obligations and liabilities indefinitely.

16) **Changes to the Terms**

- a. SecureNetworX and Astrill may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, SecureNetworX will make a new copy of the Universal Terms available and any new Additional Terms will be made available to the user from within, or through, the affected Services.
- b. The user understand and agrees that if the Services are used after the date on which the Universal Terms or Additional Terms have changed, SecureNetworX will treat the use as acceptance of the updated Universal Terms or Additional Terms.

17) **General Legal Terms**

- a. Sometimes when the user connects to the Services, the user may (as a result of, or in connection with the use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. The use of these other services, software or goods may be subject to separate terms between the user and the company or person concerned. If so, the Terms do not affect the user's legal relationship with these other companies or individuals.
- b. The Terms constitute the whole legal agreement between the user and SecureNetworX and govern your use of the Services (but excluding any services which SecureNetworX may provide to you under a separate written agreement), and completely replace any prior agreements between the user and SecureNetworX in relation to the Services.
- c. SecureNetworX and its partners may provide the user with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
- d. If SecureNetworX does not exercise or enforce any legal right or remedy which is contained in the Terms (or which SecureNetworX has the benefit of under any applicable law), this will not be taken to be a formal waiver of SecureNetworX's rights and that those rights or remedies will still be available to SecureNetworX.
- e. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- f. Each member of the group of companies of which SecureNetworX is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.
- g. The Terms, and the user's relationship with SecureNetworX under the Terms, shall be governed by the laws of the Hong Kong SAR without regard to its conflict of law's provisions. The user and SecureNetworX agree to submit to the exclusive jurisdiction of the courts located within the Hong Kong SAR to resolve any legal matter arising from the Terms. Notwithstanding this, SecureNetworX shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.