

# AstraVPN Terms of Use

IMPORTANT: PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES WE PROVIDE (AS DEFINED BELOW), AS THESE TERMS OF SERVICE CONSTITUTE A BINDING CONTRACT BETWEEN US.

IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTIONS) TO RESOLVE ANY DISPUTE BETWEEN YOU AND US THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW SECTION 3.19 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION AND READ THESE TERMS CAREFULLY.

PART 1. INTRODUCTION. Thank you for choosing AstraVPN! Before accessing or using our products, please read these AstraVPN Terms of Service (the “Terms” or “Agreement”) carefully. Among other things, the Terms outline in detail what We provide you, Our customers, and each of our rights and obligations pertaining to your access and use of ‘AstraVPN’ VPN products, services, applications/apps or other offerings, including any Software (as described below), and any associated documentation (collectively, the “Products” or “Services, or individually a “Product” or “Service”) that We provide through mobile or desktop applications or websites. By accessing and using Our Services, you represent that you have read, understood, and agreed to these Terms, including any applicable policies and additional terms specified herein, which form a binding contract with Us.

To help you understand, here is a quick breakdown:

- Who are We?  
As used in these Terms, “We”, “Us”, or “Our” means Codetra Limited with offices at 85 Great Portland Street, London W1W 7LT, United Kingdom), depending on where you make your purchase, together with certain of our affiliates.
- What are these Terms?  
These Terms, including any applicable product specific terms or policies incorporated herein, represent a binding contract between Us and you that govern Our provision, and your use, of the Services and outlines each of Our responsibilities. Our Services are offered to

you conditional on your acceptance of these Terms. We encourage you to read Our Terms carefully, as the Terms cover the scope of your access and use of the Services and Our websites, and describe your rights and obligations.

- How do you agree to our terms?

You are agreeing to these Terms, and accept to be bound by them, when you sign up for or use the Services and any time you access or use the Services. These Terms constitute a binding legal agreement between Us and you.

- What is covered by these Terms?

These Terms describe how the Services will be provided and may be used, and our responsibilities to each other as of March 25, 2025. To make it easier to navigate, we've divided the Terms into four parts:

(1) Introduction – This part explains who We are and that the Terms form an agreement between Us and you.

(2) Commercial Terms – This part covers terms related to your subscription to the Services, including billing/payment, automatic renewals, plan switching or cancellation, and refunds when billing is handled by Us. Additional terms applicable to residents of Canada are addressed here as well. Please note separate terms may apply if you didn't purchase the Services directly from Us.

(3) General Legal Terms – This part covers the general legal terms that make up the contractual relationship between you and Us, and outlines each party's rights and obligations, including those related to eligibility, user accounts, dispute resolution, indemnification, and liability.

(4) License Terms – This part sets forth the terms that govern how We give you a license to access and use the Services. The Services are licensed, and not sold.

## PART 2. COMMERCIAL TERMS

2.1 Subscription. Our Services are generally made available on a subscription basis, which means you subscribe to receive access to Our Services for a set period of time based on your selection at time of enrollment ("Subscription"), which is typically a one week, month or one year term ("Subscription Term") in exchange for your payment of the fees that apply to the Subscription Term for the Service you enroll in ("Subscription Fees"). If applicable and you elect to enroll in a Subscription, you will be billed in advance for your Subscription when you enroll, and thereafter on a recurring and periodic basis ("Billing

Cycle”). The length of your Billing Cycle will depend on the Subscription or Subscription Term you select at the time of enrollment. You agree to pay for the Subscription that you select. Your applicable Subscription Fee will be identified, in U.S. dollars, at the time of enrollment, and renewal, each as applicable. You authorize Us to automatically charge the Subscription Fees applicable to your Subscription (plus any applicable taxes and fees) to the payment method our service provider has on file based on your Billing Cycle.

2.2 Automatic Renewals; Cancellation. At the end of each Billing Cycle, your Subscription will automatically renew for an additional Subscription Term at the price or Subscription Fee shown in your account dashboard or otherwise communicated to you by us at the time of renewal (“Renewal Price”), unless: (a) you or We have canceled your Subscription at least one (1) day prior to the commencement of your next Billing Cycle or in accordance with Section 2.4 below, or (b) a fee change is effectuated, in which case We will give you prior notice in accordance with Section 2.6. We will email you in advance to let you know your Subscription is due for renewal and provide the applicable Renewal Price in your account dashboard.

You may cancel your Subscription by contacting us via the customer support email address in your account dashboard, which is “support+app@codetra.co.uk” as of the Date of Publication (“Support Email”), or by logging into your account to cancel directly or on your Apple Account. If you need more information on how to cancel, please contact with our support team on Support Email. Once We or you have canceled your Subscription, your recurring Subscription Fees for the Services will no longer be charged to the payment method We have on file for your account, and your Subscription will remain active only until the end of the then current Subscription Term. Depending on the specific plan or offer you subscribed to, you may also be eligible for a refund or credit in accordance with the applicable terms set forth herein.

2.3 Plan Switching. In the event you switch your Subscription plan or selection on Apple Account, your plan switch will be effective as of the date shown in your account profile.

2.4 Free Trials. We may, from time to time, offer limited period free trial subscriptions to certain Services for a specified time (“Free Trial”) at Our discretion. If We offer you a Free Trial, the specific terms of your Free Trial will be provided to you at signup and/or in the related promotional materials (such as, but not limited to, emails), describing the Free Trial and your use of the Free Trial is subject to your compliance with such specific terms applicable to the Free Trial. Free Trials are only available to users who have not subscribed to a Service in connection with another Free Trial offer in the last 12 months

(or other duration as clearly defined by Us in the terms provided during the registration process or applicable promotional materials for the applicable Free Trial offered to you). At any time, and without notice, We reserve the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

You may be required to enter your billing information to sign up for the Free Trial. If you do enter your billing information when signing up for the Free Trial, you will not be charged by us until the Free Trial has expired (i.e. end of your specified free trial period). You may cancel your Subscription within at least 24 hours prior to the end of your Free Trial through your Product dashboard. Unless you cancel during the aforementioned time frame, you will be automatically enrolled in the type of Subscription you selected at the time of your sign up and be charged the applicable Subscription Fees (plus any applicable taxes and fees). Before charging you at the end of your Free Trial period, We will notify you of the applicable fees.

**2.5 Payment Methods.** Payment of a Subscription Fee is required to use the Services and a valid payment method is required to process the payment for your Subscription. You shall provide us or Our third-party payment processor with accurate and complete billing information, which may include full name, address, state, zip code, and valid payment method information. By submitting such payment information, you automatically authorize us to charge all Subscription fees incurred through your account to any such payment instruments.

If you purchased from Us, all amounts paid are non-refundable, except as otherwise stated in these Terms or required by applicable law. You further agree to be responsible for any applicable state, federal or other taxes that may be associated with the Services, including sales taxes, along with any transaction fees and currency conversions added by your financial institution and intermediaries.

If the billing method you provide is a credit or debit card ("Payment Card"), you: (a) represent that you are authorized to use such Payment Card; (b) authorize us to charge your Payment Card periodically for the Subscription Fees when due, including upon enrollment for the Services and each subsequent Billing Cycle; (c) agree to keep your Payment Card details valid and current; and (d) agree to pay any processing fees that are charged by the third-party payment processors or Payment Card issuer.

If your Payment Card is declined when We attempt to charge it, We may try to charge it again at a later time. If We do not receive payment, We may suspend or terminate your Subscription.

2.6 Fee Changes. We may change the fees that We charge for the Services at any time, at Our sole discretion, provided that We will give you at least thirty (30) days of prior notice of such changes. Unless otherwise specified in such notice to you, any changes to the Subscription Fees will take effect as of the Billing Cycle immediately following Our notice to you.

2.7 Data Charges. You are responsible for any charges that may apply to your use of Our Services, including text messaging and data charges if you access or use the Services on your mobile or other device. If you're unsure what those charges may be, you should ask your mobile operator, internet, or other service provider before using the Services.

2.8 Payment Processors. Your purchases or payment for the Services with Us may be handled by an authorized payment processing partner, service provider, or affiliate of Ours. To find out more on how payment companies process your personal data, please refer to Our Privacy Policy.

2.9 VPN Authorized Resellers. Our Services may be, from time to time, made available through authorized resellers. If you licensed or enrolled in our Services via a reseller, and not with Us directly, the reseller you used controls the billing arrangements between you and such reseller. Should you have any billing or payment related questions, please contact your reseller directly, as any disposition of refunds, if owed, is between you and the reseller you used, and We will not be able to provide you with any refund.

You hereby acknowledge and consent that We may deliver Advertisements to overlay a page or as an interstitial. We reserve the right to prevent your access to the Service or continued use thereof if you violate this Agreement, engage in fraud or copyright infringement, or employ an ad-blocking product or other software or mechanism that prevents you from participating in advertising programs, surveys, or other activities that involve delivery of Advertisements or other monetization of the Free Service. For clarity, We do not endorse any information, materials, products, or services contained in or accessible through Advertisements, and the presence of certain Advertisements does not represent or imply our endorsement or support thereof (including the providers of such Advertisement or the content advertised). Accordingly, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service are solely between you and such advertiser. ANY ACCESS AND USE OF ADVERTISEMENTS, INCLUDING ANY INFORMATION, MATERIALS, CONTENT, DATA, PRODUCTS, AND/OR SERVICES ON OR AVAILABLE THROUGH ADVERTISEMENTS IS SOLELY AT YOUR OWN RISK.

## PART 3. GENERAL LEGAL TERMS

3.1 Agreement to These Terms. You may only access and use the Service in accordance with these Terms. You represent that you have read, understood, and agree to be bound by these Terms in connection with your access to and/or use of the Services. If you do not agree to these Terms, you may not access or use the Services. By using the Services, you will be deemed to have agreed to these Terms.

3.2 Eligibility. Our Services are available to users who are Eligible. “Eligible” means that (i) you are 18 years of age, or above the age of legal majority in your jurisdiction of residence, or (ii) if you have not reached the age of legal majority in your jurisdiction, but have the permission of a legal parent or guardian to use the Service. Notwithstanding the foregoing, if you are under 13 years of age, then you are not Eligible and may not use or access the Service at any time, in any manner. By downloading/installing, using, or accessing the Services, you represent and warrant that you are Eligible. Our Services are not available to persons who are not Eligible and will not be made available to any users who were previously suspended, terminated, or removed from the Services by Us.

3.3 User Accounts, Data, and Passwords. You are fully and solely responsible and liable for the content and data you enter into or process through Our Services. You will need to register as a user and establish an account to access and use the Services. Registration as a user or subscriber to the Services may require both a username and a password. Your account is exclusively for you, and it should not be for use by other third parties for any purpose. Your usernames and passwords should be treated as confidential information. You may not sell, transfer or allow others to use your account credentials, and agree not to disclose your password to any third party. You may not attempt to gain unauthorized access to accounts of other users. Anyone with knowledge of both your username and password can gain access to the restricted portions of the Services and your account. You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your account, including your password and whether your password is with Our Services or third-party service. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of your account. You may not use as a username the name of another person or entity that is not lawfully available for your use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. We reserve the right to block a user’s account and/or prohibit a user from using the Services in the event of any suspected or actual fraud, illegal activity, or violation of these Terms, as determined in Our sole discretion.

3.4 Access. To use Our Services, you must be Eligible, establish a user account, and enroll in a Subscription to the Services. In order to access and use certain Services, you may be required to download and install certain Software on a device. Please refer to Part 4 - License Terms for the terms and conditions applicable to the use of Software. As used in these Terms, “Software” means any mobile, web, and desktop software applications and any other software (including any releases, updates, enhancements, or revisions) and any documentation that accompanies or is made available in connection with such software provided by Us to you for your use of the Services.

3.5. User Feedback or Submissions. If you provide any feedback, input, suggestions, ideas, and/or reviews or other comments relating to the Services to Us, either directly or through a third-party (such as, but not limited to, the Apple App Store) (“Submissions”), then you grant, to the maximum extent permitted by applicable law, Us and Our affiliated companies a perpetual, irrevocable, worldwide, unlimited, transferrable, sublicensable, royalty-free, and nonexclusive license to access, use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, transform, display, and otherwise exploit your Submission in any media or medium, or any form, format, or forum, whether now-known or hereafter developed, to improve, develop, or market the Services, or for any other reasonable business purpose. We may sublicense these rights through multiple tiers of sublicenses. Any provision of Submissions is voluntary and at your sole discretion. No compensation will be paid with respect to your provision of Submissions or Our use thereof. We are under no obligation to post or use any Submissions you provide and We may remove any Submission at any time in Our sole discretion. By providing Us any Submissions, you represent and warrant that you own (or otherwise control) and have all of the rights or consents to your Submission that are necessary for you to provide it, including intellectual property or other proprietary rights. You agree that: (a) all content of your Submissions must be accurate; (b) you will not provide a Submission that is known by you to be false, inaccurate or misleading, or may be reasonably considered to be defamatory, libelous, hateful, offensive, obscene, unlawfully threatening or unlawfully harassing to anyone, or otherwise illegal; (c) you will not provide a Submission that infringes, misappropriates, or otherwise violates another party’s intellectual property rights or other proprietary rights, including rights of publicity or privacy; (d) you will not provide a Submission that violates any applicable law, statute, ordinance or regulation; (e) you will not provide a Submission for which you were compensated or granted any consideration by any third party; (f) you will not provide any Submission that includes information that references other websites, addresses, email addresses, contact information, phone numbers, or other personally identifiable information for anyone; and (g) you will not provide a Submission that contains any malware or potentially damaging computer programs or files.

You are solely responsible for your Submissions and acknowledge that, once published, We cannot always remove them. Your Submissions are not confidential and shall not be deemed your confidential information, and We do not have any obligation to keep any such material confidential. By providing any Submission, you acknowledge and agree that We will be free to use any details, ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products or services incorporating such information, without restriction. You agree to waive (or agree not to enforce) any and all rights that may now or in future exist (including moral and equivalent rights) in any Submissions.

3.6 Beta Features. We may also, in Our sole discretion, make available new and/or updated beta features in the Services for your use. Your use of any beta features is voluntary and at your discretion. Use of certain beta features may subject you to payment of applicable fees. Any beta features are provided on an “as-is” basis, without any warranty, and you acknowledge and agree that your use of beta features is at your own personal risk. Certain beta features may be subject to additional terms or an agreement. You understand that beta features may be made available with mechanisms that may permit or enable you to provide or communicate Submissions relating to the beta features and related Services to Us. If you choose to provide Submissions relating to any beta features or related Services, We are entitled to use any such Submissions in accordance with the terms of Section 3.4 above.

3.7 Updates. We may, from time to time, develop and provide updates for the Services and Software, which may include upgrades, bug fixes, patches, error corrections, and/or new features, functionality, tools, or content (collectively, “Updates”). Updates may also modify or delete certain features, functionality, tools, or content in their entirety. If you do not download and install the most recent Updates, portions of the Services or Software may not operate properly. You understand and agree We reserve the right to make changes to Our Services or Software and have no obligation to provide any Updates or to continue to provide or enable any particular features, functionality, tools, or content. All Updates will be deemed part of the Services and be subject to all terms and conditions of these Terms.

For the mobile app, depending on your mobile device settings, when your mobile device is connected to the internet either: (a) the Updates will automatically download and install; or (b) you may receive notice of or be prompted to download and install available Updates. We suggest that you promptly download and install all Updates.

3.8 Monitoring of Customer Service Sessions. We and Our partners may monitor and record customer service sessions, including telephone calls and online sessions for

purposes of improving customer service, internal training, and internal market research. You hereby grant Us permission to (a) monitor and record any customer service sessions involving you; (b) use or disclose any information as necessary or appropriate to satisfy any law, regulation, or other governmental requests; (c) respond to claims asserted against Us or our affiliates; (d) enforce and to ensure (including any investigations needed) a user's compliance with these Terms; (e) conduct risk assessments and prevent, detect and investigate incidents of fraud, security and technical issues; (f) protect Our and our affiliates' rights or property, or safety of the Services and its other users or members of the public; and (g) provide the Services to you or other users and/or to improve or enhance the types of Services We may provide in the future.

3.9 Privacy. We respect your privacy and have taken specific steps to protect it. Your submission of personal information is governed by Our privacy policy, located at <https://codetra.co.uk/privacy.html> which is hereby incorporated into these Terms by reference ("Privacy Policy"). By accessing and using Our website(s) or Products, you acknowledge that you have reviewed and understand Our Privacy Policy and consent to the practices described therein.

3.10 Availability of Services; Force Majeure. Due to the nature of the Services, actual coverage, speeds, server locations, and quality of Services may vary. We aim to improve and provide Services at all times, but operation of the Services are dependent on the internet and third-party internet connections, equipment or infrastructure, as well as third party service providers. From to time to time, Services may be not available without a prior notice or Our liability, including when (a) We test, update, expand, add, or remove Our Services, features, functionalities, including those required to reflect changes in relevant laws and regulatory requirements (b) We experience temporary interruptions due to technical difficulties, maintenance or human errors; or (b) Force Majeure Event (as defined below) cause interruption to the Services.

Neither party will be responsible or have any liability for any delay or failure to perform, or inadequacy in performance, to the extent caused by unforeseen circumstances or causes beyond a party's reasonable control ("Force Majeure Event"), which may include natural disaster (such as earthquake, fire, flood, severe weather, or pandemic), sanctions, embargoes, strikes, labor disturbances, civil unrest or riots, unavailability or delay of suppliers or licensors, riots, acts of terrorism or criminal activity, war, failure or interruption of the internet or related infrastructure, power failures, acts or orders of civil and government authorities, or any other act of God; provided that each party will use reasonable efforts to limit the resulting delay or failure in its performance and the foregoing shall not alleviate any applicable payment obligations.

3.11 Third-Party Offerings. We may offer, make available, or provide you access to certain third-party content, information, or materials (“Third-Party Content”) and/or products, services, offerings, platforms or websites provided by third parties (“Third-Party Services”), including, but not limited to, through websites that hyperlink to Our website(s), or to which We hyperlink or otherwise make accessible through Our Services (collectively “Third-Party Offerings”). Third-Party Offerings are not provided by Us, and We do not control, or bear any responsibility for Third-Party Offerings, including such third party’s provision of their products, services, content, or offerings, or such third party’s use of any information you may provide them in your access or use of Third-Party Offerings. You understand and agree that your access and use of Third-Party Offerings may be subject to additional terms and conditions that apply between you and the provider of the applicable Third-Party Offering(s), and these Terms will not apply to your use of Third-Party Offerings or your interactions with their providers. How third parties handle and use your information or data collected, processed or used in connection with its Third-Party Offerings is governed by the offering provider’s security, privacy, and other policies, if any, and not Our terms or policies. If you choose to access or use any Third-Party Offerings, including, without limitation, through third-party payment vendors while using the Services, you acknowledge and agree that your data or personal information may be available to the provider(s) of such Third-Party Offering(s). You acknowledge and agree that (a) We are not responsible or liable for (i) the availability, reliability, or functionality of these Third-Party Offerings, including whether any information provided therefrom is complete, accurate, or up-to-date, or (ii) the terms, policies, or practices of such Third-Party Offerings’ providers; and (b) We shall, under no circumstances, be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any Third-Party Offering. Links to any Third-Party Offering, and the availability, display, or use of any Third-Party Content in the Services, do not imply that We endorse any such Third-Party Offerings, or any affiliation between Us and its provider(s).

3.12 Prohibited Conduct. BY USING THE SERVICES, YOU AGREE NOT TO:

- Send or transmit unsolicited advertisements or content (i.e., “spam”) over the Services;
- Send, post, or transmit over the Services any content (a) that is illegal, hateful, threatening, insulting, deceptive, fraudulent, damaging, libelous, or defamatory, (b) that infringes Our or ant third parties’ intellectual property or other proprietary rights, (c) that

invades privacy rights, laws, or regulations, or (d) that incites violence or any unlawful behavior;

- Upload, download, post, reproduce, capture, store, retransmit, or distribute any content protected by copyright or any other proprietary right without first having obtained permission from the owner / licensor of the proprietary content;
- Use the Services for any illegal purpose, or in violation of any local, state, national, or international law;
- Engage in any conduct that restricts or inhibits any other subscriber from using or enjoying the Services;
- Attempt to access, probe, or connect to computing devices without proper authorization (i.e., any form of “hacking”);
- Attempt to compile, utilize, or distribute a list of IP addresses operated by Us in conjunction with the Services;
- Use the Services for any commercial use, it being understood that the Services are for personal, non-commercial use only;
- Use the Services if you are not Eligible;
- Intentionally interfere with or damage the operation of the Services, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malware or malicious code;
- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof; or
- Remove, circumvent, disable, damage, or otherwise interfere or deny service in any way or form with security-related features of the Services, features that prevent or restrict use or copying of the Software, or features that enforce limitations on the use of the Services.

### 3.13 Additional Applicable Terms.

3.13.1 General. Certain areas, features, or functionality of the Services may be subject to different or additional terms, rules, guidelines, or policies (“Additional Rules”) or Service Specific Terms, and not every Subscription will include the same features (for example, Subscriptions purchased via an authorized third-party or a reseller may not include all of the same features as a Subscription purchased through Us directly). Not all features may be available on all devices. Depending upon the Services you subscribe or register to use, you may be subject to Additional Rules. Features may be added, changed or removed during a Subscription Term, which may also affect the applicable terms and conditions of

use. We, or an applicable third-party provider, may provide such Additional Rules to you via postings, pop-up notices, links, or other means at the time that you access or use the relevant offering, area, feature or functionality subject to such terms. From time to time, such Additional Rules may conflict with these Terms. In the event of such a conflict, the Additional Rules will control with respect to the scope of which they apply. Any reference to the “Terms” in this Agreement includes the Additional Rules.

### 3.13.2 App Store Terms.

A. If the Software or any Service is provided to you through Apple Inc. (Apple Inc. together with all of its affiliates, “Apple”) App Store, the following terms and conditions apply to you and your use, in addition to all the other terms set forth in these Terms:

(i) Apple is not responsible for the Services and has no obligation to furnish any maintenance or support services for the Software or the Services.

(ii) In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software (if any) to the Customer (you). Except for the foregoing, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever for the Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be governed by its applicable customer agreement.

(iii) Any claim in connection with the Software related to product liability, a failure to conform to applicable legal or regulatory requirements, or claims under consumer protection or similar legislation is governed by this Agreement, and Apple is not responsible for such claim.

(iv) Any third-party claim that the Software or your possession and use of the Software infringe that third-party’s Intellectual Property Rights will be governed by this Agreement, and Apple will not be responsible for the investigation, defense, settlement, and discharge of such intellectual property infringement claim.

(v) Apple shall be a third-party beneficiary of this Agreement and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you.

B. If the Software or Service is provided to you through the Google Play Store (“Google-Sourced Software”), then the following terms and conditions apply to you and your use, in addition to all the other terms set forth in the Terms:

(i) you acknowledge that these Terms, including the Google-Sourced Software are between you and Us only, and not with Google, Inc. (“Google”);  
(ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service;  
(iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software;  
(iv) We, and not Google, are solely responsible for Our Google-Sourced Software;  
(v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and  
(vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to Our Google-Sourced Software or Services and Software We make available as Google-Sourced Software.

C. If you access or use Our Software or Service downloaded from any other online app store, platform, or marketplace (e.g., Google Play, Amazon Appstore, Microsoft Store, HUAWEI AppGallery, or similar) (“Other Stores”), you acknowledge and agree that you (i) your access is subject to such Other Stores’ then-applicable terms of service and (ii) have or will have read and agrees to the terms of service and privacy policies that apply to such Other Stores. We are the licensor of Our Software and the provider of Our Services. These Other Stores are not party to these Terms and have no obligation to provide maintenance and/or support of Our Software or Services.

3.13.3 VPN Service Specific Terms. Our VPN Services, which enhances internet security and privacy, are licensed and provided on a subscription basis. Users will have to elect to use, and pay for, a valid Subscription to access the VPN Services, except in the case of free Products we may make available or certain limited free trial or limited time promotional offers.

Subject to your compliance with the Terms, you may install and use the Software, in object code format, to access the applicable VPN Product you have licensed for internal and personal purposes only.

Our VPN Services generally provide sufficient capacity to accommodate average non-commercial use. Given the nature of the Services and various dependencies required for its operation (e.g. the internet), it is possible that you may temporarily experience slower service or service unavailability from time to time. The accuracy and timeliness of data received is not guaranteed; delays, errors, or omissions may occur. We are not responsible for any data, messages, or pages lost, not delivered, delayed, or misdirected because of

interruptions or performance issues with the VPN Services, communications services, or networks (including the internet generally). Any such delays, slowdown, unavailability, errors, or loss of data will not constitute a breach or default by Us of Our obligations. In addition, We may impose usage or service limits, suspend services, or block certain kinds of usage at Our sole discretion to protect Us, Our customers, or Our Services. We will not be liable to you or owe you any refund or other compensation in connection with any such actions.

We do not condone or endorse any unlawful, illicit, criminal or fraudulent activities perpetrated by you while using the VPN Services. We will not be liable in any way for any actions or omissions of the users of the VPN Services. We reserve the right to prevent your access to the Services or continued use thereof if you violate the Terms, or if you engage in fraud, copyright infringement, or any other illegal or criminal activity.

If You choose to access and use third-party websites, services or content, or purchase products from third parties, including without limitation through third-party payment vendors, your personal information may be available to a third-party content provider. If you choose to visit or use any third-party products or services, Our policies and this Agreement will not apply to your activities or any information you disclose while using third-party products or services or otherwise interacting with third parties. How third parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies, if any, and not Our policies. You understand and agree we have no responsibility for any third party's policies, or any third party's compliance with them.

#### 13.14 Export.

The Services, or certain portions thereof, may be subject to United States export controls. We reserve the right to limit, in our sole discretion, the availability of our Services, or any portion thereof, to any person, entity, geographic area, or jurisdiction at any time. By downloading and using our Service, you certify that you are not a target of any sanctions regime, and you do not reside in, nor will you access our Service or Software from, a country from where such access is prohibited under any applicable sanctions regime.

You may not export or re-export any aspect of the Services without (a) Our prior written consent, (b) complying with any applicable export control laws or regulations, and (c) obtaining all appropriate permits and licenses. In any event, you may not remove or export from the United States or allow the export or re-export of any part of the Services in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control,

or any other United States or foreign agency or authority. The Services may contain information that is controlled and restricted from export by the United States export controls restrictions, regulations, and laws described above (the “Controlled Information”).

If We, at our sole discretion, reasonably determine that We cannot implement or provide the Services in a manner to exclude access to Controlled Information where required, then you acknowledge and agree that you will not be provided access to the Services if you are in a country or territory that is subject to such regulation.

#### 13.15 Intellectual Property Rights.

All aspects of the Services and their content, features, and functionality are owned by Us, our affiliates, our licensors, or other content or Third-Party Offering suppliers, and are protected by copyright and other intellectual property laws. As between Us and you, We owns and retains all right, title and interest in and to the Services, (including, for clarity, the Software, and any related offering materials or documentation), including all ownership and Intellectual Property Rights therein. For purposes of these Terms, “Intellectual Property Rights” means all rights in and to: copyrights, patents, trade secrets, trademarks, service marks, trade dress, domain names, databases and other compilations and collections of data or information, any moral rights or rights to publicity and privacy, and other intellectual property anywhere in the world, whether statutory, common law, or otherwise, now known or later created. The details of the limited license under which you are permitted to use the Services or Our offerings are described in these Terms. “AstraVPN” and its logos are federally registered trademarks of Codetra Limited, all rights reserved. All aspects of Our Products and its content, features, and functionality are owned by Us, our licensors, or other service providers or content suppliers, and are protected by copyright and other intellectual property laws. Any rights not expressly granted in these Terms are reserved by Us (or our licensors and suppliers, as applicable).

#### 13.16 Termination.

- A. Termination by Us. We may terminate your use of the Services or discontinue providing access to the Services at any time and for any reason, including, but not limited to any actual or suspected breach by you of these Terms, or any other unacceptable or objectionable use of the Services, as determined by Us in Our sole discretion. You agree that any termination of your access to the Services may be effected without prior notice and you agree that We will not be liable to you or any third-party for any such termination.

If We terminate your access for reasons other than your breach of these Terms during Subscription Term where you are a paid subscriber, you may be entitled to a pro-rated refund of your prepaid Subscription Fees based amount paid in connection with your use of the Services. If your account is terminated due to your breach of these Terms, you will not be eligible for a refund. All refunds are issued at Our sole discretion and any refund request may be denied for any or no reason. If you have been terminated from the Services and wish to request a refund, please contact Us via the Support Email or email address in your account dashboard and describe the circumstances relating to the termination or suspension of your access to the Services. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies We may have at law or in equity.

- B. Termination by You. You may terminate this Agreement, at any time, by discontinuing use of the Services, deleting your account with the Services, and uninstalling any Software downloaded in connection with your use of the Services. However, your responsibility for anyone who obtains, accesses, or uses the Services through you or your account (including the responsibility described in Section 3.2 (User Accounts, Data, and Passwords)) and your obligations under the sections that will survive termination of the Agreement specified in Section 3.22 (Survival) will survive termination for any reason.

13.17 Indemnification. To the fullest extent permitted by law, you agree to indemnify and hold Us (including our affiliates) and Our respective officers, directors, shareholders employees, agents, suppliers, vendors, contractors or subcontractors, resellers, third-party partners, and licensors (collectively, the “Indemnified Parties”) harmless from and against all claims, actions, and proceedings, and any associated losses, damages, liabilities, including legal fees and expenses, arising from or related your use or misuse of the Services, or your breach of these Terms (including of any representations, warranties, and covenants you made herein). We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the Indemnified Parties, and you agree to cooperate with Our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding subject to indemnification upon becoming aware of it.

13.18 Disclaimers; No Warranties. THE SERVICES AND WEBSITES ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS: WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR CONCERNING RESULTS OBTAINED FROM A USER'S USE OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, WE NEITHER WARRANT NOR REPRESENT THAT (A) YOUR USE OF THE SERVICES, OR ANY RESULTS OR OUTPUT THEREOF, WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY, (B) THE SERVICES WILL BE AVAILABLE FOR YOUR ACCESS OR USE, OR ACHIEVE ANY INTENDED RESULT, (C) THE SOFTWARE OR SERVICES, OR OUTPUT THEREOF, WILL BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE, OR (D) THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. WE MAKE NO ASSURANCES, REPRESENTATION, OR WARRANTY, WHATSOEVER, REGARDING THE COMPLETENESS, ACCURACY, ADEQUACY, RELIABILITY, SUITABILITY, FUNCTIONALITY, SECURITY, AVAILABILITY, PERFORMANCE OF THE SERVICES OR OPERATION THEREOF, INCLUDING ANY CONTENTS, OUTPUTS, OR RESULTS PROVIDED THEREFROM OR THROUGH YOUR USE OF THE SERVICES. YOU ACKNOWLEDGE THAT WE DO NOT HAVE CONTROL OVER YOUR USE OF THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU ASSUME ALL RISKS AND RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND ANY LOSS OF OR ERRORS IN ANY DATA OR INFORMATION THEREFROM. WE MAKE NO REPRESENTATION OR WARRANTY ABOUT ANY THIRD-PARTY OFFERING, WHICH ARE PROVIDED AS-IS. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY OFFERING IS STRICTLY BETWEEN YOU AND THE APPLICABLE THIRD-PARTY OFFERING PROVIDER. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CERTAIN DISCLAIMERS, SO SOME OF THE ABOVE EXCLUSIONS AND TERMS MAY NOT APPLY TO YOU. CONSUMER RIGHTS MAY VARY FROM ONE JURISDICTION TO ANOTHER JURISDICTION. TO THE EXTENT YOU MAY HAVE CERTAIN RIGHTS UNDER APPLICABLE LAWS IN YOUR JURISDICTION, NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY APPLY.

Also, when using the Services, you understand that information will be transmitted over a medium that is beyond Our control and jurisdiction, or that of Our partners, advertisers, sponsors, or service providers. Accordingly, We assume no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with the use of the Services.

13.19 Limitation of Liability; Damages. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL: (A) WE (OR OUR INDEMNIFIED PARTIES) BE RESPONSIBLE FOR OR LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING THOSE ARISING FROM OR RELATED TO ANY LOSS OF DATA, LOSS OF PROFIT, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR PERSONAL INJURY OR WRONGFUL DEATH), WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL THEORY OF LIABILITY (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR OTHERWISE), HOWEVER ASSERTED, INCLUDING EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) OUR (OR OUR INDEMNIFIED PARTIES') TOTAL LIABILITY IN ANY WAY ARISING FROM OR RELATED TO THESE TERMS OR YOU USE OR INABILITY TO USE THE SERVICES EXCEED THE LESSER OF (I) SUBSCRIPTION FEES THAT YOU PAID OR ARE PAYABLE BY YOU TO US FOR THE APPLICABLE SERVICES DURING YOUR LAST SUBSCRIPTION TERM, OR (II) ONE HUNDRED DOLLARS (U.S. \$100). FOR CLARITY, THIS LIMITATION APPLIES TO DAMAGES ARISING FROM (i) USE OF OR INABILITY TO USE THE SERVICES, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS BY THIRD PARTIES, (iv) THIRD-PARTY OFFERINGS MADE AVAILABLE TO YOU THROUGH THE SERVICES, OR (v) ANY OTHER MATTER RELATING TO THE SERVICES OR THESE TERMS.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS CONSTITUTE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN US AND YOU, REFLECTING A FAIR AND REASONABLE ALLOCATION OF RISK BETWEEN US AND YOU, AND THAT WE HAVE OFFERED THE SERVICES AT THE APPLICABLE PRICES IN RELIANCE ON YOUR AGREEMENT TO EACH OF THESE TERMS. WE WOULD NOT, AND WOULD NOT BE ABLE TO, PROVIDE THE SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS AND YOUR AGREEMENT TO THE TERMS.

We acknowledge certain jurisdictions do not allow limitation or exclusion of liability for incidental or consequential damages, and agree that, to the extent you have additional rights under applicable laws of your jurisdiction, certain of these terms may not apply to you and these terms are not intended to affect your applicable rights.

13.20 Dispute Resolution; Individual Arbitration.

Please read these terms carefully. It affects your legal rights.

- A. Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting Us via the Support Email or customer service email address appearing in your account dashboard. If customer service is not able to resolve your concern or complaint to your satisfaction, you agree to give Us a fair opportunity to resolve any complaint, claim or dispute you may have informally and shall provide Us with a written notice of your claim in the manner described in the Notices; Contact Us section, so that We can cooperate with each other to try to address the matter amicably prior to engaging in any formal dispute resolution proceedings.
- B. In the unlikely event that customer service is unable to resolve a complaint you may have regarding the Services or Us, or We have not been able to resolve a dispute with you after attempting to do so informally, then either party may proceed with formal dispute resolution. If you are a United States based customer or a customer in a jurisdiction where binding arbitration is permitted under applicable law, then you agree any complaint or dispute not informally resolved with Us (including Our service providers, affiliated entities, or Indemnified Parties) shall be resolved through binding arbitration as described in this subsection (B) and the Arbitration Agreement set forth in the following subsection (C). The Arbitration Agreement requires you to resolve all disputes, claims, or controversies (other than those expressly exempted in this Section 3.19) through binding arbitration on an individual basis, instead of in courts of general jurisdiction to the fullest extent permitted by law. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted.
- C. Arbitration Agreement.
- i. Mandatory Arbitration of Disputes. You, on the one hand, and Us (including any of Our service providers, affiliated entities, or Indemnified Parties subject to a claim or dispute), on the other, hereby each expressly agree that any dispute, claim or controversy arising out of or relating to these Terms (including the breach, termination, enforcement, interpretation, applicability, or validity thereof or portions thereof, such as this Arbitration Agreement or any policies incorporated into the Terms by reference) or the Services or use thereof (collectively, "Disputes") will be resolved solely by binding,

individual arbitration and not in a class, representative or consolidated action or proceeding. You and Us agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Us are each waiving the right to a trial by jury and the right to participate in a class action. This arbitration provision shall survive termination of these Terms.

- ii. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Either party may initiate arbitration proceedings. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.
- iii. Exceptions. As limited exceptions to Section 3.19.C.i. above: (a) each party may seek to resolve a Dispute in small claims court if it qualifies; (b) each party shall retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of Our intellectual property rights; and (c) if you are a customer who resides in a jurisdiction where you have a legal right to opt out of arbitration in accordance with laws applicable to you – you may exercise your legal right to opt out. If you qualify for the exception stated in subsection (c) herein, you must notify Us of your election to opt out of this Arbitration Agreement in writing in accordance with the requirements set forth in the Notices section within thirty (30) calendar days of becoming subject to the Terms (I.e. within thirty (30) days of first access or using the Services). If you do not opt out of the Arbitration Agreement within such period, you shall be bound by the terms of the Arbitration Agreement and have agreed to arbitrate any Claims you may have, on a non-class, individual basis, in accordance with the terms herein. If you opt out of only the arbitration provisions, and not also the class action waiver set herein,

then the class action waiver shall still apply to you. Your opt-out notice must include your legal name and address, the email address you used to set up your account for the Services (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement (and, if applicable and you so wish, that you want to opt out of the class action waiver). Opt-out notices submitted via email will not be effective.

- iv. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We agree to pay for the applicable fees We are responsible for and will not seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we will be responsible for all of Our attorneys' fees and costs and will not seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.
- v. Injunctive and Declaratory Relief. Except as provided in Section 3.19.C.iii. above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- vi. Class Action Waiver. YOU AND US AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class

proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

vii. Severability. With the exception of any of the provisions in Section 3.19.C.vi. of these Terms (“Class Action Waiver”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

D. In the event of a dispute that is not subject to the Arbitration Agreement in these Terms, or if the Arbitration Agreement is found to be unenforceable, and except any claim properly lodged in a London Courthouse United Kingdom, you agree that any action at law or in equity arising out of or relating in any way to these Terms or your use of the Services will be brought in the courts of İstanbul and you hereby expressly consent and submit to the personal and exclusive jurisdiction of such courts to litigate any such action. You further agree that any such claims will be brought solely on an individual basis and not as part of any class, consolidated, or representative capacity. If you reside in a country (including countries of the European Union) where laws provide consumers the right to bring disputes in their local courts, then, in such cases, mandatory provisions of the local laws of your country of residence shall apply.

The terms of this Section 3.19 shall survive any termination, cancellation, or expiration of this Agreement.

### 3.21 Notices; Contact Us

#### A. Notices.

All notices must be provided in writing and will be deemed given when: (a) personally delivered to recipient, (b) verified by a written receipt, if sent by postal mail with verification of receipt service or courier, (c) received, if sent by postal mail without verification of receipt, or (d) verified by automated receipt or electronic logs if sent by email, provided that no bounce or other technical error message was received in response.

Any notices you provide to Us must be sent via postal mail or delivery service to Codetra Limited 85 Great Portland Street, London W1W 7LT, United Kingdom , marked to the attention of the Legal Department, and via email to support+legal@codetra.co.uk

Email alone is insufficient for providing non-routine legal notices, such as notices related to disputes or arbitration, indemnification claims, breach notices, and termination notices (“Non-Routine Notices”) to Us.

You may grant approvals, permission, extensions, and consents by email. Notices to you may be sent to the email address associated with your account for the Services. You consent to receive certain electronic communications from Us in connection with your use of the Services. You agree that any notices or other communications sent to you electronically will satisfy any legal notice requirements. You must keep contact details associated with your account and accurate, and you will notify Us in writing of any changes to such details.

B. Contact Us.

If you have any questions about these Terms or Our Products, you may contact us through our [Website](#), Support Email, or using the following details:

Codetra Limited

85 Great Portland Street, London W1W 7LT, United Kingdom

3.22 Governing Law. These Terms will be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to any provisions that would require the laws of another jurisdiction to apply. UCITA, the UCC, and the UN Convention on Contracts for the International Sale of Goods will not apply. However, some countries (including countries of the European Union) have laws that require contracts to be governed by the mandatory provisions of the local laws of the consumer's country. In such cases, mandatory provisions of the local laws of your country of residence apply.

3.23 Survival. Upon termination or expiration of these Terms for any reason, provisions which by their nature should survive termination of these Terms shall survive. For clarity, such shall include: Section 3.4 (User Feedback or Submissions); Section 3.14 (Intellectual Property Rights), Section 3.16 (Indemnification), Section 3.17 (Disclaimers; No Warranties); 3.18 Limitation of Liability; Damages); Section 3.19 (Dispute Resolution; Individual Arbitration), Section 3.21 (Governing Law), Section 3.22 (Survival), Sections 3.21.I – L (Severability, No Waiver, Interpretation of the Terms, and Entire Agreement), and Section 4.2 (Ownership).

3.24 Miscellaneous.

- A. Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. It is Our policy to comply with the DMCA and respond to notices of alleged copyright infringement.
- B. Electronic Notice. You consent to receive notices, including agreements, disclosures, and other communications, electronically from Us at the email address you have provided. You agree that these electronic notices satisfy any legal requirements that such communications be in writing.
- C. Law Enforcement and Public Interest. Nothing contained in these Terms prevent Us from disclosing your information to third parties if We determine that such disclosure is reasonably necessary to: (i) comply with any applicable law, regulation, legal process, or appropriate government request; (ii) protect any person from death or serious bodily injury; (iii) prevent fraud or abuse of the Services or Our users; (iv) protect Our rights, property, safety, or interest; or (v) perform a task carried out in the public interest
- D. No Relationship. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Us.
- E. Third-Party Beneficiaries. Except as expressly provided herein, there will be no third-party beneficiaries to these Terms.
- F. Assignment. These Terms, and any of your rights, licenses, or obligations hereunder, may not be transferred or assigned by you, by operation of law or otherwise, without Our express written consent. We may assign, transfer, or sublicense any or all of Our rights under these Terms without restriction and without notice to you. Any assignment attempted to be made in violation of these Terms shall be void. These Terms shall be binding upon, and inure to the benefit of, the parties’ permitted successors and assigns.
- G. Modification. We may update or make changes to these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or to account for additional features or functionality in the Services. We may notify you of such changes by any reasonable means, including by posting a revised version of these Terms on Our Website or through the Services. You agree that it is your responsibility to regularly check the Services for any updated Terms. It is important that you review these Terms whenever We modify it because your continued use or access of any of the Services after We post any changes, indicates your agreement to the modifications and updated Terms. The “Last Updated” legend above indicates when these Terms were last changed. If a

revision materially alters your rights, as determined by Us in its sole discretion, We will use reasonable efforts to notify you in advance of the change becoming effective, which may include sending a notification to the email address(es) associated with your account or displaying a pop-up or banner within the Services. In any case, the most current version of these Terms will be posted on the Services and on Our website(s). Changes will be effective no sooner than the last updated date. By continuing to use the Services after the date the changes become effective, you indicate your agreement to be bound by the updated Terms. If you do not agree to any changes made to these Terms, you must immediately stop using the Services.

- H. Severability. If any provision of these Terms is held to be unlawful, void, or unenforceable for any reason, then that provision will be limited or eliminated from these Terms to the minimum extent necessary. Unless otherwise expressly provided herein, the invalidity or unenforceability of any eliminated terms will not affect the validity or enforceability of any other remaining provision, all of which will remain in full force and effect.
- I. No Waiver. Any failure to exercise or enforce any right or provision of these Terms will not constitute or operate as Our waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Us. Any cause of action arising out of or related to the Service by you against Us must commence within one (1) year after the cause of action accrues.
- J. Interpretation of the Terms. These Terms were prepared and written in English. Any non-English translations of these Terms which may be made available are provided for convenience only and are not valid or legally binding. The English language version of these Terms will be the version used when interpreting or construing these Terms, and any notices or other communications in connection with these Terms will be provided in the English language. Use of section headings in these Terms is for convenience only and will not have any impact on the interpretation of the meaning of any particular provisions. The words “including” and “for example” or “e.g.,” and words of similar import, are not limiting or exclusive and will be deemed followed by “without limitation,” whether or not such language is included. Any rights and remedies provided for in these Terms are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under applicable law.
- K. Entire Agreement. These Terms (including any documents or hyperlinked terms incorporated here by reference) constitute the entire agreement

between you and Us concerning its subject matter, and it supersedes any other prior or contemporaneous agreements or terms, written or oral.

#### PART 4. LICENSE TERMS

4.1 Additional Definitions. "License Entitlement" means the number and type of Devices and users that are permitted to download and use the Software and access the Services, as specified at time of purchase and in your account profile. If no licensed device count or user count was specified, the License Entitlement is for a single Device and user.

"Service Entitlement" means the scope and duration of the Services you purchased, as specified at time of purchase and in your account profile. If no scope or duration is specified in the documents, the Service Entitlement is for a single Device and user for one year.

"System Requirements" means the supported Devices and operating systems that the particular VPN Product or Service you purchased a Subscription to will function properly with, as listed on Our website(s), Product dashboard or information pages, or other applicable documentation. It is your responsibility to meet System Requirements, such as obtaining updates or upgrades to continue using the Services.

4.2 Ownership. The (a) Services and Software (including any releases, revisions, updates, enhancements, features, or functionalities thereto, and all content, text, data, information, visuals, images, compilation, code, or other materials embodied therein or derived therefrom), as well as (b) any documentation that accompanies or is made available in connection with Software or Services (including any subscription or purchase information, product packaging, or other product material or documentation) ((a) and (b) collectively, "Our Materials"), are owned by Us or Our licensors or suppliers. As between Us and you, We own and shall retain any and all rights in and to Our Materials, including all Intellectual Property Rights therein. Any Software that We provide to you is licensed, not sold to you. Except as otherwise expressly permitted under these Terms, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of any of Our materials. We retain all rights to Our Materials not expressly granted in these Terms.

4.3 Personal, Limited License. The Service, including the Software, is licensed, not sold, to you, and you may only use the Services as set forth in this Agreement. Subject to these Terms and you obtaining a valid Subscription to Our Services, We agree to grant you, as an individual consumer, a limited, revocable, nonexclusive, personal, non-transferable and non-assignable, term-limited license to install and use the Software and to access the

Services, during your applicable Subscription Term, for personal and noncommercial and personal use, on the number of Devices (defined below) and for the number of users specified in your License Entitlement or Service Entitlement, as applicable, and subject to the System Requirements. The Software is “in use” on a Device for purposes of this paragraph when it is loaded into the temporary memory (e.g., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or another storage device) of the Device.

4.4 License Restrictions. You may not (and may not allow a third party to):

- A. reverse engineer, decompile, disassemble or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Services by any means whatsoever, except to the extent that such restriction is expressly prohibited by applicable law;
- B. remove or destroy any copyright notices, trademarks, or other proprietary markings from the Services;
- C. attempt to circumvent or bypass any use restrictions applicable to the Services or any measures We may use to prevent or restrict access to the Services, or otherwise attempt to gain unauthorized access to the Services (or the accounts of other users and/or computer systems or networks connected to the Services);
- D. modify or adapt any aspect of the Services, merge any aspect of the Services into another program, or create derivative works based on the Services;
- E. use, copy, or distribute the Software without Our written authorization;
- F. use the Services to provide, alone or in combination with any other software, product or service, any software/product/service to any person or entity, whether on a fee basis or otherwise or on websites where you have agreed "not to use any ad blocking solutions", for instance by agreeing to the terms of services on the respective websites or to circumvent technological measures that control access to websites;
- G. repackage, modify, adapt, tamper with, alter, translate, or create derivative works of the Services or any aspect thereof;
- H. combine or merge any part of the Services with or into any other software or documentation, or refer to or otherwise use the Services as part of an effort to develop software (including, without limitation, any routine, script, code, or program) having any functional attributes, visual expressions, or other features similar to those of the Services or to compete with Us;
- I. except with Our prior written permission, publish or perform any performance or benchmark tests or analysis relating to the Services;

- J. rent, lease, sublicense, sell, assign, loan, use for time sharing or service bureau purposes, or otherwise transfer the Services or any of your rights and obligations under this Agreement; or
- K. assault, interfere, deny service in any way or form to any other network, computer, server, or node through the Service, or interfere with or disrupt servers or networks connected to any Services.

4.5 Open Source. The open-source code components that are included with the Software are redistributed by Us under the terms of the applicable open-source license for such components. Your receipt of open-source code components from Us under these Terms neither enlarges nor curtails your rights or obligations defined by the open-source license applicable to the open-source code components. Copies of the open-source code licenses for the open-source code components that are included with the Software are included with or referenced in the Software's documentation.

4.6 Availability You may use the Software solely to access the Services. A computer, mobile phone or device, or other equipment enabled to access the Internet (a "Device") is required to utilize the Services. It is therefore your responsibility to ensure that you have, at all times, an active and stable internet connection. You are solely responsible for ensuring that your Device is sufficient and compatible for use with the Service and complies with all System Requirements. The speed and quality of the Software and Services may vary and are subject to unavailability, including emergencies, third-party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed.

4.7 Termination and Post Termination Obligations. Upon expiration or any termination of these Terms, you must stop using the Services, delete or destroy all copies of the Software, from all Devices, and cease use, return, or destroy any of Our Materials in your possession.