

PRIVACY FACTORY LLC END USER AGREEMENT

Last Updated: 03.12.2018

MANDATORY BINDING ARBITRATION. THIS PRIVACY FACTORY LLC END USER AGREEMENT CONTAINS A LEGALLY BINDING MANDATORY ARBITRATION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS PROVISION GOVERNING DISPUTES ARISING FROM YOUR USE OF PRIVACY FACTORY LLC'S SERVICES. THIS PROVISION AFFECT YOUR LEGAL RIGHTS AS DETAILED IN SECTION 14 BELOW. PLEASE REVIEW THIS PROVISION CAREFULLY BEFORE AGREEING TO BE LEGALLY BOUND BY THIS AGREEMENT.

This Privacy Factory LLC End User Agreement, and any addenda, order forms, exhibits, schedules, appendices, and amendments thereto and incorporated herein (collectively, "Agreement") is a legally binding agreement between you, the end user of Privacy Factory LLC's websites, mobile and other applications, products, services, software, and accompanying documentation (each, a "Service," collectively, "Services") and any entity that you represent ("you," "your"), and Privacy Factory LLC and its affiliates ("Privacy Factory " "we," "our," or "us").

CONTACTING PRIVACY FACTORY. Please direct all notices, questions, and/or concerns related to the Services and/or this Agreement to privacyfactory@gmail.com

BY ACTIVATING, USING, AND/OR ACCESSING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE, OR THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION (IF DIFFERENT THAN 18), AND YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO LEGALLY-BINDING AGREEMENTS ON YOUR OWN BEHALF, AND YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACTIVATE, USE, AND/OR ACCESS THE SERVICES.

Certain Services have the following additional Agreement addenda ("Addenda"), which cover the terms and conditions applicable to your use of such Services. Other Privacy Factory policies listed below also constitute Addenda. These Addenda are incorporated into and are made a part of this Agreement by this reference. In case of any direct conflict between the terms of an Addendum and this Agreement, unless expressly otherwise indicated in this Agreement, the terms of the Addendum shall govern with respect to the Service(s) covered by the Addendum.

[\[LINK to 360 VPN-X PROXY MASTER ADDENDUM\]](#)

1. LICENSE

- a. **LIMITED LICENSE.** Subject to the terms of this Agreement, Privacy Factory grants to you a limited, revocable, non-exclusive, non-assignable, non-sublicensable, and non-transferable license, to access, display, and use the Services for:

- i. In the case of Services that we designate for corporate, commercial, or business use, by you for internal business purposes only and not for resale;
 - ii. In the case of all other Services, by a natural person for personal, noncommercial purposes use only.
- b. LICENSE RESTRICTIONS. Unless otherwise indicated in the applicable Addendum, the license granted to you under this Agreement is limited to a single authorized account to access, display, and use the Services on a single authorized device. You may not resell or distribute the Services, in whole or in part, by any means. No license is granted to you in the human readable code or source code of the Services. You may not make any modifications to, or unauthorized copies of, the Services. You may not edit, alter, abridge or otherwise change in any manner the content of the Services, including, without limitation, all copyright and proprietary rights notices. You may not, and may not permit others to:
 - i. reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Services;
 - ii. modify, translate, adapt, alter, or create derivative works from the Services;
 - iii. copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Services; or
 - iv. distribute, sublicense, rent, lease, loan, or grant access to or use of, the Services to any third party.

These License Restrictions are in addition to the Use Restrictions contained in Section 6.

- c. UPDATES. You acknowledge and agree that Privacy Factory may from time to time, in Privacy Factory's sole discretion, cause the Services to download and install updates, which may take the form bug fixes, patches, additional features, or new versions of the Services. You will allow the Services to download and install such updates. If you fail to allow the Services to download and install such updates, the Services may not function as intended and/or not function at all. We may choose, in our sole discretion, to not provide support for a Service until all updates have been downloaded and installed. You agree that Privacy Factory has no obligation to make any updates available to you.

2. AMENDMENTS

Privacy Factory may modify this Agreement at any time for any reason, including, without limitation, in order to reflect changes to applicable law or changes to our Services. You should review this Agreement regularly. We will indicate that changes to this Agreement have been made by updating the date indicated after "Last Updated:" at the beginning of this Agreement. If you do not accept any of the modifications made to this Agreement, your sole and exclusive remedy is to terminate your use of the Services. Notwithstanding the terms of any Refund Policy applicable to a Service and subject to the terms of this section, if you choose to terminate your use of the Services due to our modification of this Agreement, we will refund, on a pro-rata basis, any unearned pre-paid Fee (as defined in Section 3) that you paid for the Services. For example, if you pre-paid the Fee for a 30-day month for one of our Services, and on the 15th of the month you notify us that you are terminating your use of the Service due to a modification to this Agreement, we will refund to you half of the pre-paid unearned Fee representing the

remainder of the month. We will not refund any unearned pre-paid Fee if you have breached this Agreement. By continuing to use or access the Services after the modifications are in effect for thirty (30) days, you are deemed to be bound by the modified Agreement and you will have no right to any refund under this section.

3. FEES AND REFUND POLICY

- a. **FEES.** You shall pay all fees charged by Privacy Factory for each of the Services (“Fees”) in effect at the time in accordance with the relevant pricing plan (“Pricing Plan”). You may review our current Pricing Plan by viewing the Addenda for the relevant Services or the page of our website containing the most current Pricing Plan for the relevant Services. We generally charge Fees on a pre-paid subscription basis, but we may, in our sole discretion, change our Fees and/or Fee structure at any time by updating the Pricing Plans. We may take steps to collect the Fees from you. You will pay our reasonable out-of-pocket collection costs and expenses, including, without limitation, attorney’s fees.
- b. **PAYMENT.** You will pay the applicable Fee via a third-party payment processors’ method of payment. We currently use the following methods of payment:
 - i. for iOS devices – Apple iTunes In-App Purchase;
 - ii. for Android devices – Google Play In-App Purchase.

If any Fee payment is not processed for any reason, your access to the applicable paid version of Services will be suspended until we receive payment of the applicable Fees. In a case of your access to the applicable paid version of Services will be suspended, you are provided to use a free version of Services.

- c. **FREE TRIALS; REFUNDS; DISCOUNTS.** We may offer temporary completely free, paid with free trial or beta versions for all or some of the Services. Completely free versions of the Services may not contain full functionality and may have certain features disabled. Our paid versions have free trials generally seven (7) days , but we may, in our sole discretion, cease offering, or lengthen or shorten, free trials in paid versions at any time. A beta version does not represent the final product and may contain bugs. We may, in our sole discretion, collect the applicable Fee from you at the ending of the free trial period. If you are not completely satisfied with the applicable Service during 7 days after the ending the free trial, we will refund the applicable Fee to you if you cancel no later than the last day of this period. You can claim your refund from third-party payment processors as follows:
 - i. Apple In-App Purchase refunds can be claimed at (<https://expresslane.apple.com>) or a successor website;
 - ii. Google Play Store In-App Purchase refunds can be claimed at (https://support.google.com/googleplay/contact/play_request_refund_apps) or a successor website.

In our experience, it can take up to ten (10) days after cancellation to receive a refund. Privacy Factory does not control, and is not responsible for, the third-party payment processors' refund process. In certain cases, we may not be able to refund the applicable Fee via the same third-party payment processor used to pay us such Fee. In such cases, you will work with us to process the refund of the applicable Fee by other means.

In our sole discretion, at any time and for any term, we may make available certain promotions, offers, and/or discounts (each, a "Promotion," collectively, "Promotions") on any of our Services. You may not assign, exchange, sell, transfer, combine with any other Promotion, or redeem for cash or other goods and services any promotion. Our Promotions are void where prohibited or otherwise restricted by law. We may offer or discontinue offering any Promotion at any time in our sole discretion.

- d. TAXES. You will pay all applicable taxes, including, without limitation, value-added, use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees and surcharges, on your purchase and/or use of the Services, whether charged to you or to Privacy Factory, immediately when due. You will pay all applicable third-party fees, including, without limitation, telephone toll charges, mobile carrier fees, internet service provider charges, data plan charges, credit card fees, foreign exchange fees, and foreign transaction fees. Privacy Factory is not responsible for the above-described taxes and third-party fees. You may not withhold any amounts for the above-described taxes and third-party fees from the Fees.

4. ELECTRONIC AGREEMENT AND COMMUNICATIONS

- a. ELECTRONIC AGREEMENT. By activating, accessing, and/or using the Services, you agree and consent to:
 - i. transact business related to the Services with us electronically;
 - ii. receive all documents, notices, communications, invoices, policies, agreements, and contracts, including, without limitation, this Agreement (each, a "Disclosure"; "collectively, Disclosures"), from us electronically; and
 - iii. agree to the Disclosures in the same manner as if the Disclosures were made on paper, and your signature, if required by applicable law, were a "wet-ink" signature. All Disclosures in either electronic or paper format from us to you will be considered "in writing."

- b. ELECTRONIC COMMUNICATIONS.
 - i. SCOPE. We will provide Disclosures to you electronically either via the email address we have for you on file or through the Services. We will not send you a paper copy of any Disclosure unless we deem it appropriate to do so. You may obtain a paper copy of an electronic Disclosure by printing it. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Disclosure that you have authorized us to provide electronically. We may choose to discontinue electronic Disclosures at any time, in our discretion.

- ii. **SOFTWARE AND HARDWARE REQUIREMENTS.** In order to receive, access, and retain Disclosures electronically, you must meet the following computer hardware and software requirements: access to the internet; an email account and the ability to receive email through internet; a web browser which is SSL-compliant and supports secure sessions, or the equivalent software; and hardware capable of running this software.
 - iii. **WITHDRAWING YOUR CONSENT.** You can withdraw your consent to electronically receive Disclosures by contacting us by using the means indicated above in the “CONTACTING PRIVACY FACTORY” paragraph. In the event that you withdraw consent to transact business with Privacy Factory electronically, in our sole discretion, we may immediately terminate this Agreement and your access and/or use of the Services.
- c. **EXPRESS CONSENT TO RECEIVE TELEPHONE COMMUNICATIONS.** You consent to receive telephone calls and SMS/text messages using automated dialers or similar devices, or using a prerecorded or artificial voice, or using Voice over Internet Protocol technology from us or our service providers at any telephone number (including a cellular or mobile telephone number) that you have provided, will provide to us in the future, or that Privacy Factory has otherwise obtained. We may place such calls and text messages to you for any lawful purpose. You agree that you may incur telephone minute and/or text message charges from my cellular service provider when Privacy Factory calls and texts me. You agree that Privacy Factory’s service providers may also place calls and text messages to you for any lawful purpose, but such service providers may do so only as authorized by Privacy Factory, and not for their own purposes. You may revoke this consent to be called or texted at any time by contacting Privacy Factory by using the means indicated above in the “CONTACTING PRIVACY FACTORY” paragraph.

IMPORTANT: Certain Services are only offered by Privacy Factory only if we have consent to call and/or text you. In the event that you withdraw consent to be called or texted by Privacy Factory, in our sole discretion, we may immediately terminate this Agreement and your access and/or use of the Services.

5. OWNERSHIP

Except as stated in this Agreement, we do not grant to you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the Services. You agree and acknowledge that in providing the Services, Privacy Factory utilizes (i) the name, logo, and domain name of the product names associated with the Services and other trademarks, (ii) certain audio and visual information, documents, software and other works of authorship, and (iii) other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information that is protected by intellectual property rights owned or licensed by Privacy Factory (“Privacy Factory IP Rights”). Other than as expressly set forth in this Agreement, no license or other rights in the Privacy Factory IP Rights are granted to you, and all such rights are hereby expressly reserved.

6. USE OF PRIVACY FACTORY SERVICES

- a. USE RESTRICTIONS. You may not use the Services to engage in any activity that, in our sole discretion:
- i. Violates or facilitates the violation of any applicable law;
 - ii. Violates or facilitates the violation of any applicable industry standards, including, without limitation, the guidelines published different accepted industry associations;
 - iii. Violates or facilitates the violation of any agreement between you and a third party, or otherwise constitutes a breach of a third party's rights;
 - iv. Enables or permits others to use the Services using your sub;
 - v. Constitutes unsolicited advertising, marketing, or other similar activities, including, without limitation, unsolicited or unwanted telephone calls, SMS/text messages, emails, voicemails, or faxes, or any other activity that may violate applicable anti-spam laws;
 - vi. Constitutes harassing, abusive, uncivil, indecent, sexually explicit, pornographic, defamatory, libelous, vulgar, vicious, malicious, or otherwise inappropriate activity;
 - vii. Constitutes harvesting, screen-scraping, database-scraping, or otherwise collecting information, including, without limitation, email addresses and telephone numbers, about others;
 - viii. Constitutes using the Services on any device that you do not own or control (or for which you do not have authorization to install or run the Services, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make the Services available over a network where it could be used by multiple devices at the same time;
 - ix. Constitutes "hacking," distribution of viruses and/or malware, phishing, accessing a Privacy Factory account of another user, fraud, identity theft, or any other activity aimed at unlawful commercial or personal gain, including, without limitation, creating a false identity or forged email address, phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or telephone call;
 - x. Infringes any right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights, including, without limitation, downloading, uploading, or otherwise transmitting copyrighted material without the rightful owner appropriate consent or otherwise in violation of applicable intellectual property law or agreement;
 - xi. Disrupts, overburdens, destroys, or otherwise interferes with access, functionality, or use of any of the Services;
 - xii. Constitutes downloading, uploading, or otherwise transmitting any material that is libelous, defamatory, discriminatory or otherwise malicious or harmful to any person or entity;
 - xiii. Constitutes scanning for open proxies or open relays, port scanning, pop-up launching, and/or co-branding, framing or linking any Privacy Factory website or applications;

- xiv. Constitutes accessing and/or using the Services from any country under sanctions by applicable law;
- xv. Constitutes any breach of this Agreement; and/or
- xvi. Constitutes an attempt to engage in any of the above Use Restrictions.

Please report any violation or perceived violation of the above Use Restrictions to **privacyfactory@gmail.com**. Nothing in this Agreement obligates Privacy Factory to monitor for or to pursue violations of the above Use Restrictions, but we may do so in our sole discretion.

7. USER REPRESENTATIONS AND WARRANTIES

You represent and warrant to us that: (a) you have all necessary licenses and permissions to register for and use the Services, and have the right, power, and ability to enter into and perform under this Agreement; (b) have all the rights to grant any licenses under this Agreement; (c) your access to and/or use of the Services will comply with all applicable laws; and (d) you, or the entity on behalf of which you are using the Services, are not a “restricted person,” “denied person,” or “specially designated national” under applicable law; (e) any and all information that you submit to Privacy Factory is, and shall remain, true, accurate, and correct. If you are agreeing to this Agreement on behalf of an organization or entity, you represent and warrant that you have the right, power, and ability to agree to the Agreement on that organization or entity’s behalf and bind organization or entity to this Agreement.

8. USER CONTENT

For the purposes of this Agreement:

- i. “Content” means any material, including, without limitation, audio files, video files, electronic documents, or electronic images;
- ii. “Share” or “Sharing” means (to) email(ing), post(ing), transmit(ing), upload(ing), or otherwise make(ing) available.

By uploading your Content to the Services, you grant Privacy Factory a nonexclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the Content. Some of our Services may allow you to Share your Content with other Privacy Factory users or to make it publicly available. Other Privacy Factory users and other third parties may use, copy, modify, or re-share your Content that you Share. Privacy Factory does not monitor or control your Sharing of your Content. You are responsible for setting the limitations on Sharing and for applying the appropriate level of access to your Content. If you do not choose the access level to apply to your Content, the Services may default to their most permissive setting. Privacy Factory may, but is not obligated to, reject, move, edit, or delete any Content that is contributed to the Services. You may revoke this license to your Content and terminate our rights at any time by removing your Content from the Services. We may retain copies of your Content in accordance with our Privacy Policy. We may, in our sole discretion, at any time, create limits on the file size, storage space, and other similar limits regarding the uploading of your Content to any of our Services.

9. PRIVACY

You agree and acknowledge that Privacy Factory's Privacy Policy is incorporated into this Agreement by this reference: https://privacyfactory.net/files/privacy_policy.pdf
Please review Privacy Factory's Privacy Policy carefully.

10. THIRD PARTY LINKS AND AGREEMENTS

The Services may incorporate certain links to third-party websites and/or applications ("Third-Party Links"). Third-Party Links are provided to you as a convenience, and Privacy Factory is not responsible for any consequences of your access to and/or use of any websites and/or applications accessible via Third-Party Links. The inclusion of Third-Party Links is not an endorsement and Privacy Factory is not responsible for the content and/or any use by you of any website and/or application accessible by a Third-Party Link. Privacy and security policies of Privacy Factory do not apply once you access non-Privacy Factory websites and/or applications via Third-Party Links. We encourage you to read and evaluate the privacy policy and level of security of any website and/or application that you visit. The terms of this Agreement govern your access to and use of the Services only as between you and Privacy Factory. Your internet service provider, device manufacturer, and other third-party service providers and websites, used in conjunction with and/or incorporated into the Services, may have their own terms of use, conditions, contracts, privacy policies and other agreements ("Third-Party Agreements"). You may be subject to such Third-Party Agreements when you provide to the third-party service providers your personal information, use their services, or use their websites, in conjunction with and/or through the Services. Privacy Factory does not guarantee the security, accuracy, legality, appropriateness, or any other aspect of the content and functionality of any product or service of any third-party service provider. It is your responsibility to read and understand the Third-Party Agreements before using the Services. Privacy Factory may permit you to acquire software, services, and other products supplied by third parties. You acknowledge and agree that the applicable third party is solely responsible for its software, services, and other products supplied to you, and we make no representations or warranties concerning any third-party software, services, and other products, and accept no liability with respect to them.

11. INDEMNIFICATION

You will indemnify, defend, and hold Privacy Factory (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all direct or indirect claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) resulting from any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, and/or obligations set forth in this Agreement; (b) your use of the Services; (c) your violation of any third-party right, including, without limitation, any right of privacy, publicity rights, or intellectual property rights; or (d) your violation of any applicable law.

12. SERVICE QUALITY AND LIMITATION OF LIABILITY

- a. SERVICE QUALITY. Subject to the terms of this Agreement, we make commercially reasonable efforts to provide an Uptime for each Service of 99.9% or better during each month. "Uptime" is calculated, separately with respect to each Service, by subtracting from 100% the percentage of minutes during the month in which a Service was down (i.e. not operational and capable of transmitting data). Uptime measurement excludes downtime resulting directly or indirectly from scheduled technical maintenance and repair. Contact us at privacyfactory@gmail.com, if you are experiencing any issues with any of our Services.

- b. NO WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS", "WHERE AVAILABLE", AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PRIVACY FACTORY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, PRIVACY FACTORY, ITS PROCESSORS, ITS SERVICE PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT: THAT THE CONTENT OF THE SERVICES IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. PRIVACY FACTORY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR THIRD-PARTY LINKS, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PRIVACY FACTORY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. IN ORDER FOR OUR SERVICES TO OPERATE FOR YOU, YOU MUST HAVE AT ALL TIMES AN ACTIVE AND STABLE CONNECTION TO THE INTERNET.

- c. LIMITATION OF LIABILITY AND DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PRIVACY FACTORY, ITS PROCESSORS, SUPPLIERS OR ITS LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL PRIVACY FACTORY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR

USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRIVACY FACTORY AND ITS PROCESSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (d) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (f) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT SHARING THROUGH THE SERVICES; AND/OR (g) USER CONTENT OR DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL PRIVACY FACTORY, ITS PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES EARNED BY PRIVACY FACTORY IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PRIVACY FACTORY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13. TERM AND TERMINATION

- a. **TERM.** This Agreement shall be effective from the date you accept and are legally bound by this Agreement and shall continue in effect until any termination or expiration in accordance with this Agreement.
- b. **TERMINATION.** Except as otherwise provided in this Agreement, we may terminate this Agreement and block, restrict, suspend, or revoke your access to and/or use of the Services, for any reason or no reason, at any time, without notice to you. We may also terminate this Agreement and block, restrict, suspend, or revoke your access to and/or use of the Services if you: (i) breach this Agreement; (ii) pose an unacceptable fraud risk to us; (iii) provide any false, incomplete, inaccurate, or misleading information to us; or (iv) otherwise engage in fraudulent, illegal, or improper conduct. We will not be liable to you for compensation, reimbursement, or damages of any kind in connection with any termination or suspension of your access to and/or use of the Services and/or this Agreement. We are not obligated to continue providing access to any Service beyond the date when Privacy Factory ceases providing such Service to users generally. If this Agreement is terminated or expires for any reason, you agree, except as required otherwise by applicable law: (i) to immediately stop accessing and/or using the Services; (ii) that the license provided under this Agreement shall end; (iii) that we reserve the right (but have no obligation) to delete all of your Content stored on our servers; and (iv) that Privacy Factory shall not be liable to you or any third

party for termination of your access to and/or your use of the Services and/or deletion of your Content.

You may terminate this Agreement by notifying Privacy Factory by emailing us privacyfactory@gmail.com

Except as otherwise provided in this Agreement, pre-paid Fees are not refundable upon any termination or expiration of this Agreement.

14. MANDATORY BINDING ARBITRATION

YOU AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE SERVICES ("CLAIMS") SHALL BE RESOLVED BY BINDING MANDATORY ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR PRIVACY FACTORY MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.

This binding mandatory arbitration provision applies to all Claims that you have against Privacy Factory, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against their respective employees, agents, or assigns, or that we have against you. This binding arbitration also applies to all Claims regarding the applicability of this arbitration provision or the validity of the Agreement, in whole or in part. This Agreement and arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by applicable law.

The party filing a Claim in arbitration must file its Claim before International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry under the rules of such arbitration administrator in effect at the time the Claim is filed. Arbitration hearings shall be held at a place within Ukraine, and each Party hereby consents to personal jurisdiction in the foregoing forums. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This binding mandatory arbitration provision shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any

portion of this binding mandatory arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

The parties acknowledge and agree that a breach of a party's obligations with respect to the non-breaching party's intellectual property or other proprietary rights could cause irreparable harm to the non-breaching party for which the non-breaching party would have no adequate remedy at law. Therefore, the parties agree that, notwithstanding the agreement of the parties to arbitrate Claims as set forth above, the non-breaching party may apply to a court of competent jurisdiction to seek to enjoin preliminarily or permanently any breach or threatened breach of the non-breaching party's intellectual property or other proprietary rights.

15. MISCELLANEOUS

- a. GOVERNING LAW. This Agreement will be governed by the substantive law of Georgia, as applied to agreements entered into and to be performed entirely within Georgia, without regard to Georgia's choice of law or conflicts of law principles that would require application of law of a different jurisdiction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded.
- b. ENTIRE AGREEMENT; SEVERABILITY; CONSTRUCTION. The terms of this Agreement are a complete statement of the agreement between you and Privacy Factory with respect to its subject matter. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. You agree that you have read this Agreement, have had the opportunity to review it with an attorney of your choice, and have agreed to all of the terms of this Agreement. This Agreement shall be construed without regard to any presumptions against the party who drafted the Agreement.
- c. HEADINGS. Headings are included for convenience only and shall not be considered in interpreting this Agreement.
- d. CUMULATIVE. The Agreement does not limit any rights or remedies that Privacy Factory may have under trade secret, copyright, patent, or any other laws.
- e. WAIVER. A party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Any waiver under this Agreement shall be in writing signed by an authorized representative of the waiving party. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.
- f. ASSIGNMENT. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Privacy Factory without restriction. Any assignment or attempted assignment in violation of this provision is null and void.

- g. INDEPENDENT CONTRACTORS. Both parties acknowledge and agree that the parties are independent contractors and are not agents or representatives of each other. This Agreement is not creating, and does not intend to create, a joint venture, partnership, or franchise relationship between the parties.
- h. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement confers, or is intended to confer, upon any person other than the parties (and Privacy Factory's affiliates), any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. No person other than the parties (and Privacy Factory's affiliates) may bring a claim pursuant to this Agreement.
- i. NOTICE. We may provide notice under this Agreement to you by email, postal mail, postings within the Services, or other legally permissible means. You may provide notice to us under this Agreement by email (at privacyfactory@gmail.com), postal mail (at our corporate address), or other legally permissible means.
- j. FORCE MAJEURE. Except for any payment obligations, neither party will be liable for any failure or delay in performance, due in whole or in part, to utility failures (including power), failure of the internet, failure of telecommunications or information technology services, failure of telecommunications or information technology equipment, strikes or other labor disturbances (including, without limitation, a strike or other labor disturbance affecting a party), acts of war or terror, denial of service attacks or other information technology attacks or breaches affecting a party, floods, sabotage, fire, other natural disasters or Acts of God, or any other cause beyond a party's reasonable control.
- k. SURVIVAL. Upon any termination or expiration of this Agreement, a party's indemnification obligations, warranty disclaimers, or limitations of liabilities, arbitration, and miscellaneous provisions stated in this Agreement will survive such termination or expiration.

360 VPN-X PROXY MASTER ADDENDUM

Last Updated: 03.12.2018

This 360 VPN-X Proxy Master Addendum ("Addendum") supplements and is a part of the Privacy Factory LLC End User Agreement ("Agreement"). This Addendum provides additional information related to Privacy Factory's 360 VPN-X Proxy Master service ("360 VPN-X Proxy Master"). All capitalized terms used in this Addendum, not otherwise defined here, are defined in the Agreement.

SUBSCRIPTIONS

360 VPN-X Proxy Master is a virtual private network service – a private connection between your device and the internet. We make 360 VPN-X Proxy Master available on a term

subscription basis (each, a “Subscription”, collectively “Subscriptions”). Below are some of the Subscriptions that we offer:

- 1-week
- 1-month
- 3-months
- 1-year

We may offer or discontinue offering Subscription terms at any time in our sole discretion. Any Subscription terms that we offer, even if not listed in this Addendum, are subject to this Addendum and the Agreement.

PLATFORMS

We make 360 VPN-X Proxy Master available on the following platforms:

- iOS
- Android

We may offer or discontinue offering 360 VPN-X Proxy Master on certain platforms at any time in our sole discretion. Our offers of 360 VPN-X Proxy Master on certain platforms, even if not listed in this Addendum, are subject to this Addendum and the Agreement.

ACCOUNTS AND DEVICES

Each Subscription to 360 VPN-X Proxy Master permits the use of 360 VPN-X Proxy Master on up to one (1) device. 360 VPN-X Proxy Master only operates on certain devices. In our sole discretion, we may offer or discontinue offering 360 VPN-X Proxy Master for certain devices. For the purposes of this Addendum, each system user in an operating system counts as a separate device.

PRICING

You shall pay the fee associated with each Subscription.

In our sole discretion, we may make certain features, including without limitation, access to VPN servers, available only upon your purchase of certain Subscriptions.

BANDWIDTH CAP

At any time in our sole discretion, we may impose bandwidth caps on the amount of data transferred while using 360 VPN-X Proxy Master. We will use commercially reasonable efforts to provide you with 14 days’ advance notice by email to your email address on file with us before imposing such caps. If you are subject to a bandwidth cap, we will throttle or discontinue your 360 VPN-X Proxy Master connection.