

END USER LICENSE AGREEMENT

Last Updated: August 2020

BY USING OUR SERVICES, YOU AGREE TO BE SUBJECT TO AND BOUND BY THIS END USER LICENSE AGREEMENT (THE "EULA"). YOU ARE PROHIBITED FROM USING OUR SERVICES IN THE ABSENCE OF SUCH AGREEMENT. NO ALTERATION OR MODIFICATION OF THIS EULA SHALL BE BINDING UNLESS SIGNED BY US. YOU ARE ADVISED TO READ THIS EULA AND FULLY UNDERSTAND AND AGREE TO SAME PRIOR TO YOUR USE OF OUR SERVICES.

References herein to the "Company," "we," "us," "our", means best5vpn. You may contact us by email at our Contact Form available [here](#) with respect to any notice required by this EULA or with respect to any questions you have regarding this EULA and the Services.

Section 1. Service Offerings

Our Services vary and particular descriptions of such Services can be found at points where you access each respective Service. We generally provide the Services to you free of charge, unless otherwise noted at the time the Services are presented to you for acceptance and use. Use of our Services is subject to your agreement with this EULA and your compliance with same. We make no representation or warranty with respect to the quality, accuracy and/or completeness of the Services. We may suspend, modify, terminate and/or alter the Services at any time and for any reason, in our sole discretion.

Section 2. Paid Service Offerings

With respect to those Services for which we charge a fee to use or access, the payment terms with respect to such Services will be presented to you at the time of acceptance of such Services and this EULA. By accessing our paid Services, you agree to pay all charges and fees incurred by you in connection with such use and access as outlined to you prior to your accessing same. All amounts payable by you hereunder shall be paid in United States dollars and the timing of such payments shall be disclosed in supplemental terms. By agreeing to this EULA and/or accessing such paid Services, you are agreeing to pay all amounts accruing in connection with such use and to charge your credit card that you provide to us at the time of signing up for the paid Services in lieu of any physical signature for such charges. We will record and retain an electronic copy of your consent for your credit card to be charged as evidence of your acceptance of the charges incurred by you. At any time, we may change, alter, amend, and/or cease charging a fee for such paid Services, as determined by us in our sole discretion. If you do not agree to the modified terms for such paid Services, your sole recourse is to terminate your use of the paid Services.

Section 3. Service Registration

Certain of our Services require you to register to use them. In such case, you agree that all information you provide is truthful, current and complete. If there is any change to your registration information, you agree to provide us with updated information immediately. To the extent any of the Services are password protected, you agree to keep such password confidential and not to share it with any third party. You also agree that you will not access any Services for which a password is required by using any third party's password. If you discover any use of your password other than by you, you agree to immediately notify us. If you become aware of unauthorized account access, you similarly agree to immediately notify us. At the end of any use of a password protected Service, you agree to exit and logout out of your user session. Under no circumstances shall we be responsible for any loss or damage that may result if you fail to comply with these requirements.

Section 4. Supplemental Terms

Certain of our Services are subject to additional terms and you agree to be bound by those additional terms to the extent you access such Services, all of which shall form a part of this EULA with respect to those Services. If the supplemental terms applicable to a particular Service conflict with this EULA, the supplemental terms shall control in the event of any conflict with this EULA.

Section 5. Service Updates

Our Services may automatically download and install updates to your computer system from time to time and you hereby permit and consent to same. Updates are generally developed to improve our Services, including by providing enhanced functionality, bug fixes, and new software.

Section 6. Our Content

Our Services include the right to access content appearing therein, including without limitation, all images, written word, logos, marks, design treatments, sound, and any software used within or comprising a part of the Services (collectively, "Service Content"). By accessing the Services, you understand and consent to the receipt of such Service Content, including that which may be objectionable, indecent or offensive to you, and you assume all risks in accessing the Services and such Service Content. We may suspend, modify, terminate and/or alter the Service Content at any time and for any reason, in our sole discretion.

Section 7. Third Party Content

Certain of the Service Content may be owned by third parties, as may be designated within the Services from time to time ("Third Party Content"). Our inclusion of any Third Party Content is not an endorsement of such content and we disclaim all representations and warranties with respect to such Third Party Content in its entirety. Additionally, the Services may contain links to other Internet websites and services owned by third parties ("Third Party Services"). Any use of Third Party Services is at your own risk and subject to the terms of use with respect to such Third Party Services. We have no control over Third Party Services, and we disclaim all representations and warranties with respect to such Third Party

Services in their entirety. Any transactions you undertake with Third Party Services, including payment transactions, are solely between you and the applicable Third Party Services. You understand and agree that under no circumstances shall we be responsible for or liable to anyone in connection with your use of Third Party Services and any transactions conducted with such Third Party Services. You agree to direct any questions, complaints, or claims related to a Third Party Service to such Third Party Service.

Section 8. Your Content

Certain of our Services may allow you to upload, post, transmit or make available content and materials to or through them (“Your Content”). You agree that you are responsible for Your Content and we shall not, except as otherwise set forth herein, be responsible for Your Content. You represent that you own all Intellectual Property Rights (as defined below) in Your Content.

Section 9. Ownership

As between us and you, we own all right, title and interest in and to the Services and the Service Content, including all Intellectual Property Rights (as defined below). As between us and you, you own all right, title and interest in and to Your Content. As between the you and the owner of any Third Party Service and/or Third Party Content, the applicable third party owns all rights, title and interest in and to the Third Party Service and/or Third Party Content. You agree that you shall not copy, modify, sell, license, transfer, publish, transmit, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the Services, Service Content, Third Party Services and/or Third Party Service Content, whether in whole or in part. “Intellectual Property Rights” means all worldwide copyright, trademark, trade secret, and all rights related to issued and pending patents, and all copyright, trademark and patent registrations and applications for registrations (including patent reissues, divisions, continuations, continuations-in-part, renewals and extensions). In providing the Services to you, we may use open source software that is subject to an open source license agreement, as listed at the bottom of this EULA. Our provision of Services utilizing open source software to you is subject at all times to such open source license agreements, as applicable.

Open Source Software that we may use:

- Babel
<https://github.com/babel/babel/blob/master/LICENSE>
- FlickrNet
<http://www.apache.org/licenses/LICENSE-2.0>
- Mapbox
<https://www.mapbox.com/tos/>
- Open Street Map
https://wiki.openstreetmap.org/wiki/Terms_of_Use_-_Discussion_Draft
- Google API for Autosuggest
<https://developers.google.com/terms/site-policies>
- Yahoo API for Autosuggest
<https://developer.yahoo.com/terms/>
- USPS/Fedex/USPS (licensed to us)
<https://www.usps.com/business/web-tools-apis/general-api-developer-guide.htm>
- ProgressBar.js
<https://progressbarjs.readthedocs.io/en/latest/>
- Maxmind
<https://www.maxmind.com/en/terms-of-use>
- Newtonsoft
<https://www.newtonsoft.com/store/termsandconditions>
- Wordpress
<https://developer.wordpress.com/guidelines/>
- jQuery
<https://jquery.com/>
- Bootstrap
<https://themes.getbootstrap.com/terms/>
- Linux
<https://www.linux.org/help/terms>
- Google Fonts
<https://developers.google.com/fonts/terms>
- Gulp
<https://gulpjs.com/>
- Bulma
<https://bulma.io/>
- Vue
<https://vuejs.org/>

Section 10. Licenses

We hereby grant you an individual and personal non-assignable, non-exclusive, revocable, non-transferrable, right to access and use the Services and Service Content for your own personal use, subject at all times to your compliance with this EULA. All other uses of our Services and Service

Content shall constitute a breach of this EULA and is strictly prohibited. You hereby grant us, our affiliates, and our partners a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable, license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content and all Intellectual Property Rights therein in any form, medium or technology (whether now known or later developed) for any purpose, including in pursuit of our own business interests, distribution (in any manner) to third parties, and storing it in a remote database accessible by third parties.

Section 11. Infringement Claims

You may submit an infringement claim notice to us at our Contact Form available [here](#) if you have a good faith belief that Your Content has been copied and made accessible through the Services (including as a part of the Service Content or Third Party Content) in violation of your Intellectual Property Rights. A copyright infringement claims notice must include at (i) the identification of such allegedly infringing materials, including information sufficient for us to locate it within our Services, (ii) a demand that such allegedly infringing materials be removed or access disabled, (iii) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (iv) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (v) contact information for you, such as address, phone number, and, if available, an email address; and (vi) must be signed by you or the person authorized to act on behalf of the owner of the allegedly infringed work (the "Notice Requirements"). Pursuant to 17 U.S.C. 512(c)(3), if the above Notice Requirements are not met, we may disregard the notice. Pursuant 17 U.S.C. 512(f), be advised that knowingly making a material misrepresentation that online material or activity is infringing or that material or activity was removed or disabled by mistake or misidentification, may subject you to heavy civil penalties. These penalties include monetary damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider who is injured by your misrepresentation.

If we make a decision to remove Your Content in response to a complaint, we may notify you and provide you with contact information for the complaining party. You may also object to such determination by writing to our designated agent, which must contain the following information pursuant to 17 U.S.C. 512(g)(3), (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement under penalty of perjury that the you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and (iv) your name, address, phone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are located outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. 512(c)(1)(C) or an agent of such person.

Section 12. Your Privacy

Our Privacy Practices, available at <http://www.best5vpn.top/legal/privacy.pdf?source=-lp0-tst0-&ff=1>, provide information and the terms upon which we collect information from you in connection with the use of the Services. You agree to be bound by our Policy Privacy by using our Services.

Section 13. Services Communications

Our Services include, in some cases, the ability to communicate to you, such as via email, text message, and push notifications. You hereby consent to our use of all means of communication available to us to contact you. These communications may include messages from us, as well as communications from Third Party Services and other of our third party partners. You may opt out of receiving communications by emailing us at our Contact Form available [here](#) or by clicking the "unsubscribe" link to the extent available in a communication you receive from us. We do not control and shall have no responsibility for communications from third parties.

Section 14. Service Use Restrictions

In connection with your use of the Services, you shall not in any way transmit, publish, post, upload, disseminate, or distribute any (i) corrupted files, viruses, trojan horses, worms, spyware, time bombs, cancelbots, or any other similar software or programs; and/or (ii) defamatory, infringing, vulgar, sexually explicit, obscene, indecent, offensive, inappropriate, profane, or unlawful content or any hate speech (i.e., racist/discriminatory speech). You shall also not (i) impair anyone else from using the Services or interfere with the proper functioning of the Services; (ii) access the Services (including by use of robots, scripts, spiders or other automated means) other than via the means provided by us; (iii) misrepresent your identity in any way; (iv) overburden the Services in any way; and/or (v) violate any law, rule or regulation in connection with your use of or access to the Services.

Section 15. Disclaimer of Warranties and Limitation of Liability

WE AND OUR AFFILIATED COMPANIES, OWNERS, AGENTS, THIRD PARTY SERVICE PROVIDERS, THIRD PARTY CONTENT PROVIDERS, AND ALL EMPLOYEES AND LICENSORS OF EACH AND EVERY ONE OF THE FOREGOING (COLLECTIVELY, THE "PROVIDER") MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, SERVICE CONTENT, THIRD PARTY SERVICES, THIRD PARTY CONTENT, AND ANYTHING RELATED TO EACH AND ALL OF THE FOREGOING (COLLECTIVELY, THE "OFFERINGS"). THE OFFERINGS ARE MADE AVAILABLE TO YOU ON AN "AS IS, AS AVAILABLE" BASIS. YOUR USE OF THE OFFERINGS IS AT YOUR SOLE AND EXCLUSIVE RISK. PROVIDER DISCLAIMS RESPONSIBILITY FOR ANY LOSS, DAMAGE, FAILURE OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE OFFERINGS.

PROVIDER MAKES NO WARRANTY THAT (i) THE OFFERINGS WILL MEET YOUR REQUIREMENTS, (ii) THE OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE OFFERINGS WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU OBTAIN THROUGH THE OFFERINGS WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE OFFERINGS AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

NEITHER WE NOR OUR PARTNERS, AFFILIATES, OPERATORS, OR PARENT COMPANIES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT IN ALL CIRCUMSTANCES, PROVIDER'S LIABILITY TO YOU FOR ANY CLAIM OR CAUSE OF ACTION SHALL BE LIMITED TO \$50 OR TO THE GREATEST EXTENT PERMITTED BY LAW, WHICHEVER IS MORE.

Section 16. Your Indemnity Obligations

You hereby agree to indemnify, defend and hold Provider harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by Provider, or any one of them, in connection with any claim, arising out of your use of the Offerings, Your Content, any violation of this EULA, including any supplemental term, and/or your violation of the rights of any other party, including the Provider, or any one of them. Notwithstanding the foregoing, we may assume the defense and control of any indemnifiable claim, for which you agree to provide your cooperation and to assume the costs thereof.

Section 17. Termination and Related Rights

At any time and for any reason we may, in our sole discretion, terminate, suspend, modify or otherwise restrict your access to all or any part of the Offerings, as well as remove, delete, refuse, move, or otherwise modify Your Content. The exercise of the foregoing rights shall be without liability to you and you agree to refrain from taking any action against us with respect to the exercise of such rights and shall indemnify us from all costs and expenses if you take any such action. If you do not like or find offensive our Services or Services Content, your sole remedy is to immediately cease your use of the Services and you may do so at any time, provided that any of your obligations arising under this EULA shall survive such termination of use to the fullest extent permissible under the law.

Section 18. Law Governing This EULA

This EULA and any disputes arising directly or indirectly hereunder, shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law provisions. Any controversy or claim arising out of or relating to this EULA or the Services shall be resolved by binding arbitration. Any such arbitration shall be conducted pursuant to the commercial arbitration rules of the American Arbitration Association. Any claim or cause of action arising out of or related to use of the Services, or this EULA must be filed within one (1) year after such claim or cause of action arose or be forever barred. The arbitration shall be conducted in Manhattan, New York, USA, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in Manhattan, New York, USA, necessary to protect the rights or the property of you or the Company (or its agents, suppliers, and subcontractors), pending the completion of arbitration.

Section 19. Miscellaneous

The failure to enforce any right or provision arising out of this EULA shall not constitute a waiver of that or any other right or provision. We may assign this EULA to any party. You may not assign any rights or obligations arising under this EULA. If we are required by state or federal law to notify you of certain events, you agree that the posting of such notice on the Services or delivering them to you through an electronic communication in accordance with this EULA shall be sufficient for all such purposes. You may update your communication preferences by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. This EULA, including all terms, conditions, and policies that are incorporated into this EULA by reference, constitute the entire agreement between you and us and govern your use of the Services, superseding any prior agreements that you may have with us. If any part of this EULA is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this EULA shall continue in effect. At any time and without notice to you, we may modify this EULA by posting a revised EULA on the Services. Your continued use of the Services constitutes your unconditional and binding acceptance of this EULA, including any amendments, revisions, alterations, modifications and/or supplements that we make from time to time in accordance with the provisions of hereof.