

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

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

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

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

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

DEFINITIONS.

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

3. INTELLECTUAL PROPERTY RIGHTS

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

4. RESTRICTIONS AND GUIDELINES.

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

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

Certain Services may require an active and stable connection to the Internet to function. It is therefore Your responsibility to ensure that you always have an active and stable Internet connection.

6. CONFIDENTIAL INFORMATION.

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

8. LIMITATION OF LIABILITY.

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

Limitation of Monetary Damages. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL vpnaround’ HAVE ANY LIABILITY.

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

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

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

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

10. GENERAL PROVISIONS.

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

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

11. LINKS TO THIRD PARTIES

On the website there are Some links on Website which may link to third-party sites. They are provided solely as a convenience to you; you will leave the Website when you use these links. 8 Peaks is not obligated to review such third-party websites, does not control such third-party websites, and is not responsible for any such third-party websites or their content (or the products, services, or content available through the same). Thus, 8 Peaks does not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from the 8 Peaks, you do so entirely at your own risk.

SELECTION OF VPN PROVIDERS AND OUR COMMENTS

The information, price plans , number of servers and availability in the selected location are collected from anonymous information and may not be accurate. 8 Peaks holds to right to change any information presented at any time. Authors presented their comments in bullet points, selected some of the providers as “Most secure”, “Value to money”, or “Fastest” which are subjective and editorial decisions of our authors.