Terms of Service

Last updated: September, 04 2024

These Terms of Service (the "Terms"), along with the Privacy Policy (the "Privacy Policy"), govern the use of and access to the different services offered by MoreVPN ("MoreVPN", "us", "we" or "our"), our website (the "Site"), as well as all content (the "Content") and software (the "Software") associated with our services (collectively referred to as the "Services").

By agreeing to these Terms, you are also agreeing to the Privacy Policy.

These Terms and the Privacy Policy (together, the "Agreement") constitute a legally binding agreement between you and MoreVPN, so please read them carefully.

1. Acceptance

By using and/or accessing the Services, you are agreeing on behalf of yourself or those you represent ("you") to comply with and to be legally bound by these Terms and the Privacy Policy in their entirety, including to be responsible for any charges arising from your use of the Services.

If you are accepting these Terms on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to the Agreement; (ii) you have read and understand the Agreement; and (iii) you agree and consent to the Agreement on behalf of the party that you represent.

By creating an account for using our Services, you represent that you are at least eighteen (18) years of age, or at least the age of majority in the jurisdiction where you reside or from which you use the Services, or that you are a valid legal entity, and that the registration information you have provided is accurate and complete.

Some sections of these Terms or the Privacy Policy may not apply to your specific use of the Services. Thus, if you do not agree with any part of the Agreement applicable to you, you may not use our Services.

2. Modification

We develop our Services and Websites introducing new features or modifying current ones constantly. In addition, we may need to update the Terms by amending them from time to time (i) to comply with the law; (ii) to comply with orders/recommendations of regulatory authorities; (iii) to add additional functionality, services, features, technologies and/or benefits, or to remove the old ones; (iv) to correct errors and bugs; (v) to clarify the Terms; (vi) to prevent abuse or harm; (vii) for any other valid reason (e.g., for security reasons). You understand and agree that it is your obligation to review the Terms from time to time in order to stay informed on current rules and obligations. Unless it is stated by us otherwise, each update of the Terms comes into force as of the moment when amended Terms are published. Your continued use of the Services will be deemed acceptance thereof.

3. Privacy Policy

MoreVPN is committed to your privacy and does not collect or log browsing history, traffic destination, data content, DNS queries, or user-linked IP addresses from Customers connected to our Services. During your registration, we may collect some personal information, such as your name, email address and payment information. We only collect such information as is strictly necessary for the proper delivery of the Services.

You can find detailed information related to data collection in the Privacy Policy on our <u>website</u>. Please review the Privacy Policy in its entirety to get a clear understanding of how we handle your information, your rights, our rights, as well as our commitment to data protection.

4. Purchase and refund

Our Services are available to you upon registering an account (the "Account") on the Site. By purchasing the Services, you agree to become a customer ("Customer") for the period you have elected. A full list of available plans and pricing is available on the Site. MoreVPN reserves the right to amend purchase fees or institute new fees at any time upon reasonable advance notice posted on the Site, on your Account, or sent via email. Any changes to the pricing will not affect the Customer's current purchase period and will become effective upon the next purchase.

You have the right to request a refund within 14 days of receiving your product. To initiate a refund, please contact our customer service team within 14 days, including your order number, the product, and the reason for the return. After approval, a credit will be applied to your original method of payment within an estimated period of time. Our policy complies with European Union regulations, ensuring your right to return goods and receive a refund within 14 days. For any questions or concerns, please contact our customer service team.

Each paid purchase grants you access to use our VPN Service on the number of devices you selected at the time of purchase. The minimum number of devices per purchase – 3. Maximum – 13. If you want to use the Services on more than 13 devices at a time, then you can either purchase additional plans.

The available payment methods are listed on the website. In case of adding new payment methods or changing already available methods, information about such changes will also be available on the website.

After paying for the purchase, you will be redirected to your personal account, where you can activate the purchase / receive purchase data by email / download a certificate for connection / download an invoice.

You understand that it is your responsibility to keep your Account information confidential and secure. You are solely responsible for all activity on your Account. If you ever discover or suspect that someone has accessed your Account without your authorization, or that any of your passwords have been compromised, you are advised to inform us immediately via support@morevpn.tech or through the "Support" section on the website so that we can take appropriate action.

5. Acceptable Use Policy

Our Services may be accessed from all around the world, so it is your responsibility to

assess whether your use of the Services is in compliance with applicable laws and regulations.

Whenever you use the Services, you must comply with these Terms and applicable laws, regulations, and policies.

MoreVPN aims to provide the best service possible to all of our Customers. In that sense, we require that you do not misuse our Content or Services. A misuse refers to any use, access, or interference with the Content or Services contrary to the Terms or applicable laws and regulations.

In order to protect the Services from being misused or used to harm someone, MoreVPN reserves the right to take appropriate measures when our Services are being used contrary to these Terms and applicable laws. You agree that MoreVPN may restrict access to any part of the Services, terminate your Account, or take any other legal measure provided by law, without providing a refund for Services already paid, if we believe at our absolute discretion that you have misused the Services.

You agree that you shall not yourself and/or enable others to:

 use, assist, encourage, or enable others to use the Services/Websites for any unlawful, illicit, illegal, criminal, or fraudulent activities, including but not limited to port scanning, sending spam, sending opt-in email, scanning for open relays or open proxies, sending unsolicited email or any version or type of email sent in vast quantities even if the email is routed through third-party servers, any pop-up launching, use of stolen credit cards, credit card fraud, financial fraud, cryptocurrency fraud, cloaking, extortion, blackmail, kidnapping, rape, murder, sale of stolen credit cards, sale of stolen goods, offer or sale of prohibited and dual-use goods, offer or sale of controlled substances, identity theft, hacking, pharming, phishing, web crawling, scraping in any form or scale, digital piracy, conduct distributed denial-of-service (DDoS) attacks, harvesting, or other similar activities that otherwise generate large amounts of automated requests over the internet while using the Services, which might negatively affect provision of our Services to other users;

• use the Services/Websites for any military purpose, including cyber warfare, weapons development, design, manufacture, or production of missiles, nuclear, chemical or biological weapons;

- assault, interfere, gain unauthorized access, deny service in any way or form to any other network, computer, or node through our Services/Websites;

• exploit children in any way, including audio, video, photography, digital content, etc.;

 violate, infringe, or misappropriate MoreVPN, our licensors and/or any other third parties' copyright, other intellectual property rights, privacy, or other legal rights;

 communicate, transmit, store, make available, share anything that is illegal, abusive, harassing, or otherwise objectionable (objectionable means anything which interferes with the rights of MoreVPN, its users, or other third parties, or causes conditions that are dangerous, hazardous, and detrimental to others, or anything that most users and/or MoreVPN would find to be offensive or inappropriate);

• transmit any viruses or other computer codes, files, programs, instructions, or technological means that disrupt, damage, or interfere with the use of computers or related systems;

• attempt to circumvent any technological measure and/or arrangement implemented by MoreVPN and/or its licensors, or by the owner of the resource or the source of the material that the technological measure protects;

- interfere with or disrupt the integrity or performance of the Service/Websites;

- take any action that imposes or may impose an unreasonable or disproportionately large load on our infrastructure;

- use any robot, spider, scraper, or other automated means to access our websites or Services for any purpose, or otherwise exceed reasonable use limits without our prior written permission;

- build a product using similar ideas, features, functions, or graphics of the Service/Websites or copy any ideas, features, functions, or graphics of the Services/Websites;

- claim that you are the representative or agent of any of the Services, including any of its functionality;

• threaten, stalk, harm, or harass others, or promote bigotry or discrimination;

 attempt to gain unauthorized access to the Services, Accounts, computer systems, or networks connected to the Services through hacking, password mining, brute force, or any other means;

• violate general ethical or moral norms, good customs, and fair conduct norms;

- use the Services/Websites for anything other than lawful purposes;

- consistently demonstrate unrespectful, threatening, offensive, and/or malicious behavior when communicating with MoreVPN customer support and/or other employees;

 access and use the Services if you have been or are prohibited to access the Services, or if your Account has been suspended or terminated due to any reason; share non-public features or content of the Software and/or Services with any third party;

• to the extent permitted under applicable law, otherwise violate or attempt to evade, or circumvent these Terms.

6. License

Subject to your compliance with these Terms, MoreVPN grants to you a worldwide, nonexclusive, fully revocable and limited license to download and use the Services. Modifying, distributing to unauthorized parties, reverse engineering, or otherwise using the Services in any way not expressly authorized by MoreVPN in these Terms is strictly prohibited.

Usage of any material which is subject to MoreVPN's intellectual property rights is prohibited unless you have been provided with explicit written consent by MoreVPN. Nothing contained within or related to the Services or in these Terms shall be construed as granting, by implication or otherwise, any license or right to any of MoreVPN's intellectual property rights.

7. Content, Language and Translation, and Social Interactions

All of our Content is originally written in English. Any translation of our Content is done on a best-effort basis. We do not guarantee the accuracy of translated Content.

We may from time-to-time post Content regarding our Services or other topics we believe may be of interest to you on our Site, create discussion forums, blogs or other electronic channels. You are solely responsible for all information, content, opinions or materials you post on such channels. MoreVPN makes no representation and disclaims all liability, to the fullest extent permitted under the applicable laws, with respect to the information, content, opinions or materials posted on such channels by Customers or non-customers.

8. Third-Party Websites

MoreVPN may provide you with content belonging to third parties or links leading to thirdparty websites. MoreVPN is not responsible for the availability of the content provided by third parties as they are not under the control or supervision of MoreVPN, and they may have different terms of use and policies. Your access through our Services to any website, service, or content provided by third parties does not indicate any relationship between MoreVPN and such third parties.

9. Partner Services

MoreVPN may from time to time provide access to or promotional offers for partner services, applications, or websites ("Partner Services") as an added benefit to the Services. The Partner Services are not integrated or incorporated with the Services, and your interactions with any Partner Services are governed by their own applicable terms. MoreVPN will never share your personal information with any provider of Partner Services. MoreVPN does not guarantee and is not responsible or liable for the behavior, features, or content of Partner Services or any transaction you may enter into with any provider of Partner Services, nor does MoreVPN warrant the compatibility or continuing compatibility of the Services with Partner Services. Your use of Partner Services is entirely at your own risk and discretion. Accordingly, any issues arising out of or in connection with your use of Partner Services shall be resolved directly between you and the provider of the Partner Services.

10. Disclaimers

We will strive to prevent interruptions to the Site or the Services. However, these are provided on an "as-is" and "as-available" basis, and we do not warrant, either expressly or by implication, the accuracy of any materials or information provided through the Site or the Services, or their suitability for any particular purpose. To the fullest extent permitted under the applicable laws, we expressly disclaim all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, or non-infringement. We do not make any warranty that the Services will meet your requirements, or that it will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected. You acknowledge that you access the Site and/or the Services at your sole risk and discretion.

VPN service coverage, speeds, server locations, and quality may vary. MoreVPN will attempt to make the Services available at all times. However, the Services may be subject to unavailability for a variety of factors beyond our control, including but not limited to emergencies; third-party-service failures; transmission, equipment, or network problems or limitations, interference, or signal strength; and may be interrupted, refused, limited, or curtailed. We are not responsible for data, messages, or pages lost, not delivered, delayed, or misdirected because of interruptions or performance issues with the Services, communications services, or networks. We may impose usage or Service limits, suspend Services, terminate Accounts, or block certain kinds of usage at our sole discretion to protect MoreVPN, Customers or the Services. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur.

MoreVPN reserves the right to investigate matters we consider to be violations of these Terms. We may, but are not obligated to, at our sole discretion and without notice, remove, block, filter, or restrict by any means any materials or information that we consider to be actual or potential violations of the restrictions set forth in these Terms, and any other activities that may subject MoreVPN or our customers to liability. These rights include the right to terminate your Account or take any other legal measure provided by law. MoreVPN disclaims any and all liability for any failure on our part to prevent such materials or information from being transmitted over the Services and/or into your computing device. To the maximum extent permitted by applicable law, MoreVPN shall not be liable and shall not have responsibility of any kind to any Customer or other individual for any loss or damage incurred in the event of:

- 1. any failure or interruption of the Services;
- 2. any act or omission of any third party involved in making the Services or the data contained therein available to you;
- 3. any other cause relating to your access or use, or inability to access or use, any portion of the Site or its Content;
- 4. your interactions on the Services or discussion forums provided by MoreVPN;
- 5. your failure to comply with the Agreement;
- 6. the cost of procurement of substitute goods or services; or
- 7. unauthorized access to or alteration of your transmissions or data, whether or not the circumstances giving rise to such cause may have been within the control of MoreVPN or of any third-party vendor providing software, services, or support for the Site or Services.

In no event will MoreVPN, its partners, affiliates, subsidiaries, members, officers, or employees be liable for any direct, special, indirect, consequential, or incidental damages, or for any other loss or damages of any kind, even if they have been advised of the possibility thereof. The foregoing shall not apply to the extent prohibited by applicable law.

12. Indemnification

You agree to indemnify, defend, and hold harmless MoreVPN, its officers, directors, employees, members, partners, agents, and suppliers, and their respective affiliates, officers, directors, employees, members, shareholders, partners, and agents, from any and all claims and expenses, including attorneys' fees, arising out of your use of the Services, including but not limited to your violation of the Agreement. We may, at our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by us, however, shall not excuse any of your indemnity obligations.

13. Chargebacks

We reserve the right to immediately suspend access to the Services, without prior notice, in the event we receive notice of a Chargeback (as defined below). Contacting your bank or credit / debit card provider and rejecting, cancelling or contesting the charge of any fees payable in connection with your use of the Services (a "Chargeback") will be considered a breach of your payment obligations under these Terms. We also reserve the right (although we are not obliged) to dispute any Chargeback received in connection with your Account. We may choose to delete your Account and take reasonable steps to restrict your future access to our Services if we believe at our sole discretion that you have maliciously requested a Chargeback.

14. Choice of Law

These Terms will be governed by the law of the Republic of Estonia except for its conflicts of laws principles. 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.

15. Dispute Resolution

You and MoreVPN agree that any judicial proceeding to resolve claims relating to the Terms will be brought in the courts of Estonia. 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, in such cases, mandatory provisions of the local laws of your country of residence apply.

16. Assignment

In the event that MoreVPN is acquired by, or merged with, a third-party entity, MoreVPN may, without your prior notice, assign the Agreement and its rights and obligations hereunder to a new corporate entity, who shall be bound by these same rights and obligations. The rights and obligations of the parties under the Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Any assignment not in accordance with the Agreement shall be null and void.

17. Final Provisions

If any provision in the Agreement is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect the original intent of the provision, and the remaining provisions of the Agreement shall remain in full force and effect. Any failure to exercise or enforce any right or the provision of the Agreement shall not constitute a waiver of such right or provision, or be deemed to be a waiver of any subsequent breach or default.

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