

# JackVPN Terms of Service

Please read these Terms and Conditions before using the Service.

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This terms of service was last updated on: 28st November 2019.

## 1. Terms of Service

### Binding Agreement

These Terms of Service (as defined below) are a legally binding agreement between JackVPN and you.

The term “**JackVPN**“, “**us**“, “**we**” or “**our**“, refers to PDQI TECHNOLOGY Ltd., the owner of the Service (as defined below). The term “**you**” refers to the User (as defined below).

These Terms of Service govern your use of the Service and the features contained therein, whether through personal computers, mobile devices and any other devices which are supported by our Service, as set out in our support segment on our Site.

These Terms of Service are void where prohibited by law, and the right to use the Service is revoked in such jurisdictions.

If you are using our Service through our App (as defined below), then:

- (i) in the event of any inconsistency or contradiction between this Terms of Service and the terms of use and/or the usage rules of the application store from which the App was downloaded, or in the event that:
- (ii) these Terms of Service are found to be less restrictive than the terms of use and/or usage rules (as the case may be) of such application store, or that
- (iii) these Terms of Service will not be enforceable in their entirety for any reason (but without derogating from “Severability” in Section 21 below), then the terms and/or usage rules (as the case may be) of the applicable application store, shall prevail.

### Accepting the Terms of Service

These Terms of Service are effective as of the date you access to the Site or use the Service, and such access or use indicates your acceptance of all of the terms and conditions of these Terms of Service.

You may not access the Site and/or use the Service, and may not accept these Terms of Service if:

- (a) you are not of legal age to form a binding contract with JackVPN, or
- (b) you are a person who is either barred or otherwise legally prohibited from receiving or using the Service under the laws of the country in which you are resident or from which you access or use the Service.

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

## Before We Dive into the Terms of Service

We thought you might be most interested in the following topics, so we gathered some useful shortcuts:

### Acceptable Use

You may use our Service for legal purposes only. Use of the Service for any unlawful purposes or for promotion of illegal activities is strictly prohibited.

### Subscription Plans, Cancellation Policy and Refunds

### Collection of Information

We are very transparent regarding the information we collect and the use thereof.

### Uptime

As any other VPN service, the Service may be subject to unavailability for a variety of factors beyond our control.

For more information press [here](#).

Notwithstanding the above, we advise you to fully read these Terms of Service.

## Definitions

For the purposes here of:

### Acceptable Use

- **“App”** means JackVPN’s proprietary application known as “Jack VPN”, for the provision of the Service, as available for downloading from our Site (for use on your personal device which are supported by our Service as above) or at Google Play and App Store (for use on your mobile devices).
- **“Comments”** means comments, ratings and/or reviews written and posted on the Site by you or any other User, regarding the Service or otherwise.
- **“Features”** means any features of the Service.
- **“Servers Locations”** mean JackVPN’s servers and/or its third-party contractors’ servers.
- **“Service”** means JackVPN’s virtual private network (“VPN”) service which is a method used to add security and privacy to private and public networks, like Wi-Fi hotspots and the world wide web (“Internet”), and includes certain Features.
- **“Terms of Service”** means these Terms of Service and JackVPN’s Privacy Policy.
- **“User”** means any person accessing the Site, or using the Service.

## 2. License to Use

## Accepting the Terms of Service

This license, granted to you by JackVPN, is limited to a personal, non-exclusive, revocable, non-transferable, non-sublicensable and worldwide license to:

(i) access the Site and

(ii) use the Service solely for your personal, non-commercial, receipt and use of the Service as provided by JackVPN, in the manner permitted by these Terms of Service,

(1) on your personal computer,

(2) on any mobile phone or other mobile device operated by Android™, as set forth in the Google Play Terms of Services,

(3) on any iPhone or any other Apple supported device as permitted by the Usage Rules of Apple Inc. (“Apple”) as set forth in the App Store Terms of Service (the Google Play Terms of Services and the App Store Terms of Service are each referred to herein as the “Usage Rules”) and/or

(4) any other devices which are supported by our Service, as set out in our support segment on our Site.

## Upgrades

These Terms of Service will govern any upgrades provided by JackVPN that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

From time to time, an upgrade to the latest version of the App may be required in order to make use of the Service or to take advantage of new features of the Service.

# 3. The Service

## How Does the Service Work?

A VPN is a method used to add security and privacy to private and public networks, like Wi-Fi hotspots and the Internet.

Once you have a valid and paid User Account (as defined below) (or if you are using our Service as part of trial period), you will have the option to choose a location (country based) for your Internet Protocol (“IP”), from one of the available Servers Locations.

After you choose the location, press the “connect” button and you’re ready to surf.

The use of the Features as part of the Service is subject to the User having a valid and paid User account (or using our Service as part of trial period).

JackVPN reserves its right to make any changes to the Features and add and/or remove any Features, at its sole discretion;

Any additional and/or future Features may not be included in the Price (as defined below), at JackVPN’s sole discretion.

## The Service – General Provisions

You expressly acknowledge and agree that use of the Service, and any consequences thereof, are at your sole risk, responsibility and liability.

The Service that JackVPN provides, including, but not limited to, the Features thereof, may change from time to time without prior notice.

In addition, JackVPN may stop (permanently or temporarily) providing the Service (or any Features within the Service) to you or to Users generally, at JackVPN's sole discretion at any time, and without liability to JackVPN or notice.

JackVPN also retains the right to create limits on use to you or to Users generally, at JackVPN's sole discretion at any time, and without liability to JackVPN or notice.

## Opting-out

In case you are using our Service through our App, you may opt-out of the Service at any time, by hitting the "uninstall" button after accessing the App on "My apps".

# 4. The Site

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide on our Site without notice.

We will not be liable if for any reason our Site is unavailable at any time, for any period of time and/or at any location worldwide.

From time to time, we may restrict access to some parts of our Site, or our entire Site, to users who have registered with us.

You are responsible for making all arrangements necessary for you to have access to our Site.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms, and that they comply with them.

We aim to update our Site regularly, and may change the content thereof at any time. If the need arises, we may suspend access to our Site, or close it indefinitely.

Any of the content on our Site may be out of date at any given time, and we are under no obligation to update such content.

# 5. External Sites

The Site may enable access to certain third-party websites. In addition, you may access to third-party websites while using the Service ("External Sites").

- The use of and access to External Sites may require Internet access and additional terms of service, which you accept.

- You understand that by using and/or accessing any of the External Sites, you may encounter content that may be deemed offensive, indecent, or objectionable, and which may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to such offensive, indecent or objectionable material.
- You understand and agree that by using and/or accessing any External Sites, you may be exposed to content that might be factually inaccurate, and/or may be deemed offensive, indecent, or otherwise objectionable to you, and which may or may not be identified as having explicit language, and you hereby waive any legal or equitable rights or remedies you have or may have against us with respect to any such content.
- Nevertheless, if you decide to leave our Site and access such third-party External Sites, you do so at your own risk, and you should be aware that these Terms of Service and our Privacy Policy no longer apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our Site.
- By using and/or accessing the External Sites, you acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of the External Sites, and that we shall not have any liability or responsibility to you or any other person with regard to any content in the External Sites, including (but not limited to) content that may be found to be offensive, indecent, or objectionable.
- We do not warrant or endorse any advertising, products or other materials on or available from such External Sites and are not liable for any loss or damage which may be incurred by you as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such External Sites, nor for any services, or products that you access, download, receive or buy while using the Service.
- In addition, External Sites that may be accessed from the Site and/or while using the Service are not necessarily available in all languages or in all countries.
- We make no representation that such External Sites are appropriate or available for use in any particular location. To the extent you chose to access such External Sites, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.
- The External Sites are not under the control of JackVPN and, as such, JackVPN is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any External Site. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Service, our network, the public or our Users.
- You may post on the Site links to External Sites as part of a Comment, provided (a) that you do not remove or obscure the copyright notice or other notices on such External Sites, (b) that you do not deep-link to any of the External Sites (i.e., include a link to any web page other than to the home page of such External Sites) for any purpose, (c) the External Site to which you provide links from the Site does not engage in illegal or pornographic activities and are in compliance with all the provisions in these Terms of Service regarding Comments and use of the Site.
- We reserve the right, at any time and from time to time, without liability to us or notice, to change, suspend, disable, or remove, External Sites you posted or your access to any External Sites, and/or to impose limits on your use of, or access to, certain External Sites.

## Special Caution Relating to Location Data

Location data provided, whether by any External Sites or as integral part of the Site, is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Use of real time route guidance is at your sole risk.

Location data may not be accurate. Neither we, nor any of our licensors', guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed by any External Site or as integral part of the Site.

## 6. Privacy

We do not disclose personally identifying information to third-parties except in accordance with our Privacy Policy.

**XIAOMINGVPN SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICE, BUT YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND XIAOMINGVPN HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY DISCLOSURE, LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.**

## 7. Restrictions on Use

### 7.1 Restrictions on Use of the Site

You may not do any of the following while viewing or accessing the Site:

- Use the Site otherwise than in compliance with these Terms of Service and all applicable local, state, federal, and national, laws, statutes, ordinances, rules and regulations;
- Facilitate or encourage any violations of these Terms of Service;
- Except as otherwise provided in these Terms of Service, copy, reproduce, print, download or save a copy, republish, display, perform, advertise, distribute, transmit, broadcast, decompile, reverse engineer, disassemble, attempt to derive the source code of, adapt, modify, create derivative works from, sell, rent, lease, loan or otherwise make available or exploit in any form or by any means all or any portion of the Site, for any purpose.
- **You may, however**, print a copy of individual screens appearing as part of the Site solely for your personal, internal, non-commercial, or non-profit use or records, provided that any marks, logos, copyright notices, or other legends that appear on the copied screens remain on, and are not removed from the printed or stored images of any such screens;
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Site without our prior written permission;
- Remove or alter any patent numbers, copyright notices, trademark notices or other proprietary notices or identifying marks, symbols or legends included in the Site;
- Use the Site for generating and/or sending any unauthorized commercial communications (such as spam) or any contest, giveaway or sweepstakes, or any other type of promotion;
- Use the Site to generate and/or distribute any Comment which is harmful, threatening, tortuous, abusive, causes harassment, defamatory, vulgar, obscene, libelous, hateful, is otherwise unlawful, false, inaccurate, misleading, malicious, or discriminatory or which harms minors in any way;
- Use the Site to generate and/or distribute any Comment which is not "child proof";
- Use the Site to generate and/or distribute any Comment which is directed at minors under the age of 18;
- Use the Site to generate and/or distribute any Comment which contains, advertises or promotes reference (directly or by way of implication) to content that contains sexual content (including, but not limited to, nudity, graphic sex acts, or sexually explicit material), pornography, dating, or any other

mature content of any kind. If JackVPN becomes aware of content with child pornography, we will report it to the appropriate authorities;

- Use the Site to generate and/or distribute any Comment which Advertises, promotes or includes reference (directly or by way of implication) to violence of any kind (including, but not limited to, depictions of gratuitous violence); to alcohol, drugs or tobacco; to gambling of any kind; and/or to weapons of any kind;
- Use the Site to generate and/or distribute any Comment which infringes or violates any patent, trademark, trade secret, copyright or other proprietary rights of any third-party or violates any laws, contributes to or encourages infringing or otherwise unlawful conduct;
- Use the Site for posting third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have a formal license or permission from the rightful owner of the material or if you are otherwise legally entitled to post and/or send the material in question;
- Use the Site to post any Comment which you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), and/or which it would be unlawful for us to use or possess in connection with the operation of the Site;
- Use the Site for any unlawful purposes or for promotion of illegal activities (including, without limitation, provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by applicable law as a terrorist organization);
- Use the Site for sending other people's private and confidential information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorization and permission;
- Use the Site for interfering with, or disrupting (or attempting to do so), the access of any person, host or network, including, without limitation, by uploading and/or sending software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware; overloading, flooding, spamming, mail-bombing the Site; or by scripting the creation of Comments in such a manner as to interfere with or create an undue burden on the Site;
- Do anything that could disable, overburden, or impair the proper working of the Site; and/or Collect or store personal data about other Users in connection with the prohibited conduct and activities set forth in this Section 8.1 above.

## 7.2 Restrictions on Use of the Service

JackVPN is not a service to be used for criminal acts. It is an Internet security and privacy service.

### **You may not do any of the following while accessing or using the Service:**

- Use the Service otherwise than in compliance with these Terms of Service and all applicable local, state, federal, and national, laws, statutes, ordinances, rules and regulations.
- You hereby agree not to violate any such applicable laws, statutes, ordinances, rules and regulations. It is your responsibility to know and comprehend any and all relevant laws related to any jurisdiction or venue that concerns you and your actions;
- Facilitate or encourage any violations of these Terms of Service;
- Use the Service for generating and/or sending any unauthorized or unsolicited content or commercial communications (such as spam);
- Use the Service to generate and/or distribute any content which is, harmful, threatening, tortuous, abusive, causes harassment, defamatory, obscene, libelous, hateful, is otherwise unlawful, malicious, or discriminatory or which harms minors in any way, or otherwise objectionable material of any kind,



- including, but not limited to, any material which encourages conduct that may constitute a criminal offense, give rise to liability or otherwise violate any applicable local, national or international law;
- Use the Service to generate, distribute and/or receive any illegal content, including, but not limited to, child pornography, whether via email, peer-to-peer file sharing, or any other electronic communication channel;
  - Use the Service to upload, download, post, reproduce, generate and/or distribute any content which infringes or violates any patent, trademark, trade secret, copyright or other proprietary rights of any third-party or violates any laws, contributes to or encourages infringing or otherwise unlawful conduct, unless you have a formal license or permission from the rightful owner of the material or if you are otherwise legally entitled to post and/or send the material in question;
  - Use the Service for any unlawful purposes or for promotion of illegal activities (including, without limitation, provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by applicable law as a terrorist organization);
  - Use the Site for sending other people's private and confidential information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorization and permission;
  - Use the Service for interfering with, or disrupting (or attempting to do so), the access of any person, host or network, including, without limitation, by uploading and/or sending software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware;
  - Attempting to access, probe, or connect to computing devices without proper authorization (i.e., any form of "hacking").
  - Do anything that could disable, overburden, or impair the use or enjoyment of the Service by any other User.
  - Use any torrent while using the Service and/or use the Service to generate, distribute and/or receive any torrent files.
  - Use the Service for any purpose other than lawful purposes.

## 7.3 Responsibility

You are solely responsible and liable for, and JackVPN has no responsibility to you or to any third-party for, any breach of your obligations under these Terms of Service and for the consequences (including any loss or damage which JackVPN may suffer) of any such breach.

## 7.4 Rights of Removal

WE RESERVE THE RIGHT AT ALL TIMES (BUT WILL NOT HAVE AN OBLIGATION) TO REMOVE OR REFUSE TO DISTRIBUTE ANY REVIEW ON THE SITE AND/OR TO TERMINATE YOUR XIAOMINGVPN ACCOUNT, AT ANY TIME, WITHOUT NOTICE AND AT OUR SOLE DISCRETION.

## 7.5 Violation of Terms of Service

Any use, or attempted use, of the Site and/or Service contrary to these Terms of Service is a violation of our rights. If you breach these Terms of Service, you may be subject to prosecution and damages.

# 8. No Warranty



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND THE SERVICE ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND XIAOMINGVPN HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE, THE SERVICE AND/OR THE FEATURES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, USEFULNESS, SECURITY, RELIABILITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OR OF FITNESS FOR A PARTICULAR PURPOSE.

JackVPN does not warrant against interference with your enjoyment of the Site, Service and/or Features, that the Site, Service and/or Features will meet your requirements, that the operation of the Site, Service and/or the Features will be uninterrupted or error-free, that defects in the Site, Service and/or the Features will be corrected, that the Site, Service and/or the Features will be free from corruption, attack, viruses, interference, hacking, or other security intrusion.

The Service 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.

The accuracy and timeliness of data received while using the Service is not guaranteed and delays or omissions may occur. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected due to interruptions or performance issues with the Service or communications services or networks.

We may impose usage or service limits, suspend services, or block certain kinds of usage in our sole discretion to protect Users or the Service.

We reserve our right to investigate matters we consider to be violations of these Terms of Service. We may, but are not obligated to, in 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 of Service, and any other activities that may subject JackVPN or its customers to liability. JackVPN disclaims any and all liability in this respect.

JackVPN makes no guarantee of confidentiality or privacy of any communication or information transmitted through the use of the Service.

No advice or information, whether oral or written, obtained by you from us through the Site or otherwise shall create any warranty, representation or guarantee not expressly stated in these Terms of Service.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

## 9. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL XIAOMINGVPN, ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS AND/OR AGENTS, BE LIABLE FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER,

(B) LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION; OR ANY OTHER LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND

RESULTING IN ANY WAY FROM:

(I) YOUR ACCESS TO OR USE, INABILITY TO USE, OR RELIANCE ON THE SITE, THE SERVICE, THE FEATURES, ANY EXTERNAL SITE, AND/OR ANY REVIEW

(II) ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY CONTENT INCLUDED IN THE SITE WHICH IS FALSE OR WHICH CONSTITUTES PASSING-OFF,

(III) YOUR INTERACTION ON THE SITE AND/OR THROUGH THE SERVICE AND ANY STATEMENTS OR CONDUCT OF ANY THIRD-PARTY,

(IV) OR ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE AND/OR THE FEATURES, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), EVEN IF XIAOMINGVPN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, AND/OR

(C) FOR ANY THIRD-PARTY CLAIMS AGAINST YOU.

IN ADDITION, ALL RESPONSIBILITY OR LIABILITY OF XIAOMINGVPN, ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS AND/OR AGENTS FOR ANY DAMAGES CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS IS HEREBY DISCLAIMED.

IN NO EVENT SHALL THE TOTAL LIABILITY OF XIAOMINGVPN, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, TO YOU AND/OR TO ANY THIRD-PARTY, FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY U.S. DOLLARS (U.S. \$50.00).

Any cause of action by you with respect to the Site and/or Service, must be instituted within one (1) year after the cause of action arose.

You are solely responsible for paying all fees and charges of any third-party vendors whose sites, products or services you access, buy or use via the Service.

If you choose to use the Service to access websites, services or content, and/or purchase products from third-parties, your personal information may be available to the third-party provider.

How third-parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not ours. We have no responsibility for third-party provider policies, and/or for their or your compliance with such policies.

Some jurisdictions do not allow the exclusion or limitation of liability for personal injury, or of incidental or consequential damages, so the limitations above may not apply to you.

## 10. Indemnity

You shall indemnify and hold JackVPN and its directors, officers, employees, agents, partners and licensors, harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs), related to any demand or claim brought against JackVPN by any Users and/or any other third-party, due to or arising out of any content you post on the Site and/or through the use of the Service, your use of the Site and/or the Service, your violation of these Terms of Service, and/or your violation of any rights of another party.

# 11. Ownership

You hereby acknowledge that the Site as a whole constitutes an original work of authorship of JackVPN, and that all rights, ownership, title and interest in and to the Site, including, but not limited to, the compilation, collection, selection, assembling, organization, coordination and arrangement of the content (whether or not such content is protected by copyright, or by any other intellectual property rights) within the Site, and the related instructions, databases and technology embedded therein or upon which it is based, and the related patent rights, copyrights, trade secrets, trademarks and all other related intellectual property rights (but excluding your Comments) - are and shall remain the sole and exclusive property of JackVPN (and/or by its licensors), who reserve all their rights in law.

The Site and the Service contain proprietary information and material and trade secrets that are owned by JackVPN, and are protected by applicable intellectual property and other laws, including but not limited to copyright.

You may use the Site and the Service only in accordance with and subject to these Terms of Service.

With the exception of content posted on the Site by you, you are not granted any right and/or license, or ownership including any copyright, trademark and other intellectual property rights to the Site or to any content appearing on the Site, other than as explicitly set forth in these Terms of Service.

Any third-party trade or service marks present on content are trade or service marks of their respective owners. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever except as permitted in these Terms of Service.

THE USE OF THE SITE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SITE AND SERVICE AS PERMITTED IN THESE TERMS OF SERVICE, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF XIAOMINGVPN AND/OR OF OTHERS, AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES FOR COPYRIGHT INFRINGEMENT.

You agree that 'JackVPN' trademarks, trade names, service marks, graphics, logos and other brand features used in connection with the Site and Service, are trademarks or registered trademarks of JackVPN (collectively, the "JackVPN Marks"). Nothing in these Terms of Service gives you a right to use or display the JackVPN Marks in any manner.

## 11. Acknowledgments

### 11.1 Third-Party Logos

Any logos, artwork and trademarks associated with each third-party Payment Processor is/are the property of such applicable third-party Payment Processor.

Google Play™, Android™ and any logos, artwork and trademarks associated therewith is/are the property of Google Inc. ("Google"). Apple™, App Store™, iPhone™ and any logos, artwork and trademarks associated therewith is/are the property of Apple Inc.

### 11.2 Google

User expressly acknowledges and agrees that Google, and each member of the group of companies of which Google is the parent, shall be third-party beneficiaries to these Terms of Service.

Google and such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms of Service that confers a benefit on (or rights in favor of) them.

## 11.3 Apple

You expressly acknowledge and agree that:

- (i) these Terms of Service are made between you and JackVPN, and not with Apple;
- (ii) JackVPN, and not Apple, is solely responsible for the App and the Services;
- (iii) JackVPN alone shall be responsible for providing any maintenance and support services with respect to the App, if any and as specified in these Terms of Service, or as required under applicable law, and Apple will not have any obligation whatsoever to furnish any maintenance and support services with respect to the App or the Services;
- (iv) JackVPN shall be solely responsible for any warranties with respect to the App and the Services, whether express or implied by law, to the extent not effectively disclaimed;
- (v) above, Apple will not have any other warranty obligation whatsoever with respect to the App or the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be JackVPN's sole responsibility;
- (vii) JackVPN, not Apple, is responsible for addressing any claim by you or any third-party relating to the App or your possession and/or use of the App, including, but not limited to:
  - (a) product liability claims,
  - (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and
  - (c) claims arising under consumer protection or similar legislation;
- (viii) in the event of any third-party claim that the App or your possession and use of the App infringes such third-party's intellectual property rights, JackVPN, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim,
- (xi) you have had the opportunity to review Apple's Usage Rules;
- (xii) Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service, and that, upon the your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against the you as a third-party beneficiary thereof.

## 12. Copyright Policy

We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us.

If you believe that your post has been copied in a way that constitutes copyright infringement, please provide us with the following information:

(i) identification of the copyrighted work claimed to have been infringed;

(ii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

(iii) your contact information, including your address, telephone number, and an email address; (iv) your 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; and

(v) 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 copyright owner, and

(vi) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf.

We reserve the right to remove content alleged to be infringing without prior notice and at our sole discretion.

If you believe that any content infringes upon your intellectual property rights, you should notify us as set out in Section “Copyright Policy” below.

## 13. Termination

These Terms of Service shall be effective until terminated by you or by JackVPN.

Without derogating from JackVPN’s right to terminate these Terms of Service as set out in Sections 3.7 and 8.4 above, JackVPN, at its sole discretion, without notice to you, may terminate these Terms of Service if you fail to comply with any of the provisions of these Terms of Service, without prejudice to the right of JackVPN to be indemnified for its damages and any other right and remedy.

In all such cases, these Terms of Service shall terminate, but the provisions which by their nature would continue beyond termination , shall survive such termination for any reason and shall continue to apply.

Upon termination of these Terms of Service, you shall cease all access to the Site and all use of the Service.

## 14. Unsolicited Idea Submission Policy

You agree that any remarks, ideas, feedback, comments, suggestions, or any other information that you may provide to JackVPN (collectively, a “Submission”), whether through a Review or otherwise, is entirely voluntary, and that JackVPN will be free to use any such feedback, comments or suggestions as JackVPN will see fit, without any obligation or compensation to you or any other person sending the Submission.

JackVPN will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere, and you hereby irrevocably assign to JackVPN all rights therein.

JackVPN will not be required to treat any Submission as confidential.

You acknowledge that you are responsible for whatever material you submit, and will have full responsibility for the Submission, including its legality, reliability, appropriateness, originality, and copyright.

## 15. Unlawful Activity

We reserve the right to investigate complaints or reported violations of these Terms of Service and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third-parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

### Export Regulations

You may not use or otherwise export or re-export the Site and/or Service except as authorized by United States law and the laws of the jurisdiction in which the Site and/or Service were obtained.

In particular, but without limitation, the Site and/or Service may not be exported or re-exported into/to:

(a) any U.S. embargoed countries or

(b) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using the Site and/or Service, you represent and warrant that

(i) you are not located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that

(ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also agree that you will not use the Site and/or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

## 16. Language and Translation of Content

All of our Content was originally written in English. Any translation of our Content is done on a best-effort basis.

We cannot guarantee the accuracy of translated Content. In the event of any discrepancy between the translated Content and the English Content, the English Content shall prevail.

## 17. Governing Law and Jurisdiction

These Terms of Service shall be governed and construed in accordance with the laws of the State of Israel, without reference to its conflicts of laws principles.

The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service.

Your use of the Site and/or Service may also be subject to other local, state, national, or international laws.

Both parties hereby irrevocably submit to the exclusive jurisdiction of the competent courts in Tel-Aviv, Israel, to resolve any dispute arising out of or pursuant to these Terms of Service, and you hereby consent to the exclusive jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

Notwithstanding the above, you agree that JackVPN shall be allowed to apply for injunctive remedies in any jurisdiction.

# 18. Miscellaneous

## Headings and Interpretation

The headings of the Sections in these Terms of Service are for reference only and shall not be considered in the interpretation hereof.

In these Terms of Service, unless the context otherwise requires or expressly stated otherwise.

Singular terms include the plural and vice versa; the use of any gender shall be applicable to both genders; the words “include” and “including” will not be construed as terms of limitation; the words “day”, “month” and “year” mean respectively, calendar day, calendar month and calendar year.

References to any legislation or regulations include references to any amendments or re-enactments thereof from time to time.

Any translation of these Terms of Service is provided solely for your convenience and is not intended to modify these Terms of Service.

In the event of a conflict between the English version of these Terms of Service and a version in a language other than English, the English version shall apply.

## Entire Agreement

These Terms of Service, together with JackVPN’s Privacy Policy, contain the complete agreement between the parties and supersedes any prior understandings, agreements or representations by or among the parties, which relate to the subject matter of these Terms of Service.

## Amendments

JackVPN reserves the right, at any time and from time to time, without liability to JackVPN or notice to you, to change any of the provisions of these Terms of Service. Any such changes will be effective immediately and incorporated into these Terms of Service by this reference. Your continued use of the Service will be deemed to constitute your acceptance of any and all such changes.

## Severability

In the event that any provision of these Terms of Service is held by a competent court to be invalid or unenforceable, that provision shall be construed, limited, modified or deleted, to the extent necessary to eliminate any invalidity or unenforceability, and the remaining provisions of these Terms of Service remain in full force and effect.

## Waiver

No waiver on the part of JackVPN of any right under these Terms of Service shall be effective unless in writing and signed by JackVPN’s duly authorized representative. No waiver on the part of JackVPN of any



past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under these Terms of Service.

## **No Partnership**

Nothing contained in these Terms of Service shall be construed as creating a partnership, joint venture, agency or other similar relationship between JackVPN and you, nor as granting you the right, power, or authority (express or implied) to bind or otherwise create any duty or obligation for JackVPN.

## **Assignment**

You may not assign, subcontract or otherwise transfer any of its rights and/or obligations under these Terms of Service without prior written approval by JackVPN, and any purported assignment or transfer without JackVPN's consent shall be null and void.

JackVPN may assign and/or subcontract some or all of these Terms of Service to any third-party in connection with a merger, acquisition, sale of assets, by operation of law, or otherwise. These Terms of Service shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

## **No third-party Beneficiaries**

These Terms of Service does not create any obligation of a party to any third-parties, nor shall it be deemed to create any rights or causes of action on behalf of any third-parties, except as set forth in Section 12 above.

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Last updated: 11/28/2019