

Terms of Service

The following terms and conditions (“Terms”) govern your use of the VPN service we provide (“Social Network VPN Service”) and its associated website domain(s) (“Site”). These Terms constitute a legally binding agreement (“Agreement”) between you and Defendemus Limited Liability Company (“Defendemus”).

The activation of your account constitutes your agreement to be bound by the Terms and a representation that you are at least eighteen (18) years of age, and that the registration information you have provided is accurate and complete.

This Agreement is a personal one with you. It is your responsibility and therefore you may not assign your rights or obligations to a third party.

Defendemus may update the Terms from time to time without notice. Any changes in the Terms will be incorporated into a revised Agreement that we will post on the Site. Unless otherwise specified, such changes shall be effective when they are posted. If we make material changes to these Terms, we will aim to notify you via email or when you log into our Site.

1. Subscriptions

By subscribing to and paying for the Service (“Subscription”) you agree to become a subscriber for the period you have elected (such as 7 days, 1 month, 3 months, 1 year, or 3 years). There is only one type of Subscription available to customers: Auto Renewable.

The Auto Renewable Subscription is an automatic renewal feature, billing you once your Subscription has expired, for the same Subscription period as you had before. The Subscription will appear as extended as soon as the payment has been processed. The cancellation of the Auto Renewal or changing of the Subscription type is fully consistent with and regulated by the rules of the appropriate app store, as per the links below:

- Apple In-App Auto Renewable Subscriptions can be changed in your Apple account (<https://support.apple.com/en-us/HT202039>).
- Google Play Store Auto Renewable Subscriptions can be changed in your Google account (<https://support.google.com/googleplay/answer/7018481?co=GENIE.Platform%3DAndroid&hl=en>).
- Amazon Auto Renewable Subscriptions can be changed in your Amazon account (<https://www.amazon.com/gp/help/customer/display.html?ie=UTF8&nodeId=201293140>).

2. Refund Policy

Our support team always likes to help you with any technical or administrative difficulties. Please email us at support-team@socialnetworkvpn.com. If you are not completely satisfied with our services, you are entitled to a full refund during the first ten (10) days of usage.

Note also that:

- Apple In-App Purchase refunds can be claimed from Apple (<https://expresslane.apple.com>).
- Google Play Store In-App Purchase refunds can be claimed from Google (https://support.google.com/googleplay/contact/play_request_refund_apps).
- Amazon Purchase refunds can be claimed from Amazon (<http://www.amazon.com/gp/css/returns/homepage.html>).

In some specific cases we will not be able to make a refund via the same payment system that the original purchase was made on. In that case we will require additional information from you to define an acceptable payment system for processing your refund.

You may cancel your Subscription and receive a full or partial refund (“Refund”). A Refund beyond the ten (10)-day purchase window will be considered, in the sole discretion of Defendemus, only if a subscriber can demonstrate that the Social Network VPN Service was not available or usable during the Subscription period and that reasonable attempts were made to contact Defendemus to resolve the issue. In this case, Defendemus may process a pro-rata refund of the Subscription fees paid during the period the Social Network VPN Service was not available or usable. Refunds are generally processed within seven (7) days. To request a Refund, send an email with your request to support-team@socialnetworkvpn.com.

3. Usage Policy

Each Subscription purchased is a single user account. If you require access for multiple users, you should purchase a new Subscription for each additional user.

A single Subscription may be installed and activated on multiple computers, mobile devices, consoles, and routers that you own. However, a single Subscription may be used simultaneously on up to five (5) devices.

You agree to comply with all applicable laws and regulations in connection with your use of the Social Network VPN Service.

You are responsible for maintaining the confidentiality of your security credentials, activation codes, and/or passwords (if any) and are liable for any harm resulting from disclosing or allowing disclosure of these credentials.

You further agree that you, or anyone using the Social Network VPN Service under your Subscription, will not engage in any of the following activities, and that any of the following activities constitute grounds for termination of your Subscription:

- Sending or transmitting unsolicited advertisements or content ("Spam") over the Social Network VPN Service, via e-mail or any other communication channel.
- Sending, transmitting or receiving any illegal content over the Social Network VPN Service, including but not limited to child pornography, whether via e-mail, peer-to-peer file sharing, or any other electronic communication channel.
- Uploading, downloading, posting, reproducing, or distribution of any content protected by copyright, or any other proprietary right, without first having obtained permission of the owner of the proprietary content.
- Engaging in any conduct that restricts or inhibits any other subscriber from using or enjoying the Social Network VPN Service.
- Attempting to access, probe, or connect to computing devices without proper authorization (i.e. any form of "hacking").
- Posting to or transmitting through the Social Network VPN Service any unlawful, harmful, threatening, abusive, harassing, hateful, racially, ethnically 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 civil liability or otherwise violate any applicable local, national or international law.
- Using the Social Network VPN Service for anything other than lawful purposes.

You finally agree specifically not to use Torrents (P2P), and understand that we monitor for such usage and block it.

Violations of this Usage Policy may result in termination of your Subscription, without any Refund of amounts previously paid for the Social Network VPN Service. Additionally, you may be held responsible for any and all damages incurred by Defendemus, including any amounts charged by any outside entity due to said violation(s), including without limitation attorney's fees and costs.

Defendemus enables you to download software, software updates or patches, or other utilities and tools onto your computer or Internet-enabled device ("Software"). Defendemus grants to you a nonexclusive, limited license to use the Software solely for the purpose stated by Defendemus at the time the Software is made available to you and in accordance with these Terms. Modifying, distributing to unauthorized parties, reverse engineering, or otherwise using the Software in any way not expressly authorized by Defendemus, is strictly prohibited.

4. Privacy Policy

Defendemus is committed to your privacy and it does not collect or log traffic data or browsing activity from users connected to the Social Network VPN Service.

When you register on the Site you may be asked to provide certain personal information, including your email address and payment information. Defendemus will store this information, but will not share it with any third parties except as necessary to provide the features of the Social Network VPN Service. For example, Defendemus may store your personal information on a third party server or may use a third party analytics tool to understand how the Social Network VPN Service is being used. Defendemus will use your contact details to send you notifications about the Social Network VPN Service and to respond to your support requests. You may access and change your personal information by logging into the Site.

In addition, Defendemus may collect the following information: connection times to the Social Network VPN Service, device type, choice of server location, technical details of the connection (connection result, protocol, ports, etc), the total amount of data transferred per day, and the purchase history. Defendemus stores this information to be able to deliver the best possible service and network experience to you. Defendemus analyzes this information in an anonymized form.

The Social Network VPN Service may send diagnostic data to a third party analytics provider for the purpose of identifying connection errors and possible bugs in the application.

We use third party cookies, pixels and website analytics tools to track sales promotions or advertisements and to understand which pages on the Site receive visitors.

5. Disclaimers

We strive to prevent interruptions to the Site and the Social Network VPN Service. 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 Social Network VPN Service, or their suitability for any particular purpose. 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 Social Network VPN Service 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 the Social Network VPN Service at your own discretion and risk.

We do not control, nor are we responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Social Network VPN Service. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Social Network VPN Service, our network, the public or our users. We are not a publisher of third party content accessed through the Social Network VPN Service and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Social Network VPN Service.

The Site may contain links to third party websites (“Third Party Websites”). Access to Third Party Websites is at your own risk, and Defendemus is not responsible for the accuracy, availability or reliability of any information, goods, data, opinions, advice or statements made available on Third Party Websites. These links may also lead to Third Party Websites containing information that some people may find inappropriate or offensive. The Third Party Websites are not under the control of Defendemus and, as such, Defendemus 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 Third Party Websites. The inclusion of any links to Third Party Websites on the Site are provided solely as a convenience to you and does not imply an endorsement or recommendation by Defendemus of any third party resources or content. Defendemus is not responsible for any form of transmission received from any link, nor is Defendemus responsible if any of these links are not working appropriately. You are responsible for viewing and abiding by any privacy statements and terms of use posted in connection with Third Party Websites, and these Third Party Websites are not governed by this Agreement.

The Social Network VPN Service coverage, speeds, server locations and quality may vary. Defendemus will attempt to make the Social Network VPN Service available at all times. However, the Social Network VPN 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. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Social Network VPN Service or communications services or networks. We may impose usage or service limits, suspend service, or block certain kinds of usage in our sole discretion to protect users or the Social Network VPN Service. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. Defendemus does not as a matter of ordinary practice actively monitor user sessions for inappropriate behavior, nor does it maintain direct logs of customers’ Internet activities. However, Defendemus reserves the right to investigate matters it considers to be violations of these Terms. Defendemus may, but is not obligated to, in its sole discretion, and without notice, remove, block, filter or restrict by any means any materials or information that it considers to be actual or potential violations of the restrictions set forth in these Terms, and any other activities that may subject Defendemus or its customers to liability. Defendemus disclaims any and all liability for any failure on its part to prevent such materials or information from being transmitted over the Social Network VPN Service and/or into your computing device.

6. Limitations of Liability

Defendemus shall not be liable and shall not have responsibility of any kind to you for any loss or damage that you incur in the event of: (i) any failure or interruption of the Site or the Social Network VPN Service; (ii) any act or omission of any third party involved in making the Site or the Social Network VPN Service or the data contained therein available to you; (iii) any other cause relating to your access or use, or inability to access or use, any portion of the Site or the Social Network VPN Service; (iv) your interactions with the Site or the Social Network VPN Service; (v) your failure to comply with this Agreement; (vi) the cost of procurement of substitute goods and services, or (vii) 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 Defendemus or of any vendor providing software, services or support for the Site or the Social Network VPN Service. In no event will Defendemus, its partners, affiliates, subsidiaries, members, officers or employees be liable for any direct, special, indirect, consequential or incidental damages or 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.

You are responsible for paying all fees and charges of any third party vendors whose sites, products or services you access, buy or use via the Social Network VPN Service. If you choose to use the Social Network VPN Service to access websites, services or content, or purchase products from third parties, your personal information may be available to those third parties. 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, or their or your compliance with them. If you elect to download or otherwise enable any software, including any “client software” designed to facilitate your access of the Social Network VPN Service, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the installation process of the Social Network VPN Service.

7. Indemnification

You agree to indemnify, defend, and hold harmless Defendemus, 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 Site and the Social Network VPN Service, including but not limited to your violation of this 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.

8. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of Poland, and be subject to the Polish courts of law. If any provision in this 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 this Agreement shall remain in full force and effect.