

Terms of Service for Customers

PLEASE READ THESE TERMS OF SERVICE ("Terms") CAREFULLY BEFORE USING THE SERVICES AND SOFTWARE DESCRIBED HEREIN. BY SELECTING "I AGREE", USING OUR SERVICES OR USING THE FLUIDSTACK CUSTOMER DASHBOARD, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THESE TERMS AND YOU ARE AGREEING TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OUR SERVICES OR USE THE FLUIDSTACK CUSTOMER DASHBOARD.

FluidStack Proxy License Agreement

This License Agreement (the "**Agreement**") is an agreement between FluidStack Networks Ltd., ("FluidStack") with address at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ, United Kingdom, and the entity you represent ("Client"). This Agreement takes effect when you click an "I Accept" button or, if earlier, when you access or use the System (the "**Effective Date**"). You represent to us that you are lawfully able to enter into this Agreement on behalf of the Client.

FluidStack has developed, owns and offers a service which enables browsing the internet anonymously by redirecting users' communication through other users' devices (the "**System**"). This is available for commercial use under this agreement.

1. Grant of License

1.1 During the term of this Agreement FluidStack grants the Client a limited license (with no right to sublicense) to access and use the System solely for the purpose of Client's internal business operations.

1.2 FluidStack reserves any and all rights not expressly granted in this Agreement, including, without limitation, any and all rights to the System.

2. Disclaimer of Warranties

FLUIDSTACK IS PROVIDING THE USE OF THE SYSTEM ON "AS IS" BASIS AND IT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED TO THE CONDITION, VALUE OR QUALITY OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ACCURACY, ABSENCE OF VIRUSES OR ANY DEFECT THEREIN, WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FLUIDSTACK FURTHER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE SYSTEM WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR-FREE, OR THAT ANY INFORMATION CONTAINED THEREIN WILL BE ACCURATE OR COMPLETE.

3. Warranties and Representations by the Client

The Client warrants, represents and covenants to FluidStack that it shall:

3.1 Not use the System in violation of applicable law or regulations or any third party rights (including intellectual property rights), or for governmental uses.

3.2 Not use the System to: (i) distribute cracking, warez, ROM, virus, adware, worms, trojan horses, malware, spyware or any other similar malicious activities and products or any other computer code, files or programs designed to interrupt, hijack, destroy, limit or adversely affect the functionality of any computer software, hardware, network or telecommunications equipment; (ii) cause any network resource to be unavailable to its intended users, including, without limitation, via "Denial-of-Service (DoS)" or "Distributed Denial-of-Service (DDoS)" attack; (iii) distribute any unlawful content or encourage any unlawful activity; or (iv) cause any damage or service disruption to any third party computers or service.

3.3 Not use other systems, products or services that infringe upon the patents and other intellectual property rights of FluidStack.

4. Consideration

4.1 Following the free trial period, Client will enter a valid payment method as a condition for further use or access to the Service, at the consideration stated in the Client's dashboard (the "Subscription Fees"). The Subscription fees are non-cancellable and non-refundable.

4.2 Prices are net of any withholding or other taxes and the customer shall be responsible for payment of all such applicable taxes, levies, or duties.

4.3 Client consents to receive electronic invoices and receipts from FluidStack.

5. Limitation of Liability

In no event will either of the parties be liable under this Agreement for any consequential, special, indirect or punitive damages or for any loss, profits or revenue (whether in contract, tort, negligence or any other legal theory) in any way relating to this Agreement ("Event"), even if the other party had been informed in advance of the possibility of such damages. FluidStack's aggregated liability under this Agreement for any claim or damage or series of such is limited to the amount of fees actually received by FluidStack from Client under this Agreement during the one month period prior to the Event.

6. Temporary Suspension

FluidStack in its sole discretion and at any time, may suspend Client right to access or use the System immediately upon notice to Client if FluidStack determines that:

(a) Client's use of or registration for the Service (i) poses a security risk to the System or any third party, (ii) may adversely impact the System or any other FluidStack customer, including by way of causing a user to be blocked from certain websites, networks or services, (iii) may subject FluidStack, our affiliates, or any third party to liability, or is in breach under any applicable laws or regulations, (iv) may be fraudulent, or (v) may disparage or devalue FluidStack's reputation or goodwill; or

(b) Client is in breach of this Agreement, including if Client is delinquent on payment obligations.

7. Disclosure of Information

FluidStack shall have the right, but not the obligation, to monitor Client's use of the System for billing purposes and to verify no misuse or network abuse. FluidStack may share the Client's relevant information with any authority in case of a complaint or a lawsuit, if FluidStack determines that it is necessary to comply with law, regulation, subpoena or court order.

8. Term and Termination

8.1 This Agreement commences on the Effective Date and shall continue until terminated in accordance with the terms of this Agreement.

8.2 Either party shall have the right to terminate this Agreement immediately at any time by providing the other party an advance written notice until the end of that calendar month. The agreement will terminate at the end of the calendar month at which the written notice was received, without the party incurring any liability towards the other party by virtue of such termination.

FluidStack shall be entitled to terminate this Agreement immediately for "cause" by written notice to the Client if (a) any act or omission by Client entitles FluidStack to suspend its access or use of the System as described in Section 6.(a); (b) the Client is in breach of any representation or warranty found in this Agreement; (c) the Client engages in any action or activity that, in FluidStack's sole discretion, places FluidStack at risk under any applicable laws or regulations. FluidStack shall not be liable to the Client or any third party for the termination of this Agreement.

8.3 Upon termination, any outstanding consideration amounts shall immediately become due and payable, the license granted herein shall be terminated and the Client shall immediately stop using the System.

9. Miscellaneous

9.1 This Agreement constitutes the entire understanding between the parties with respect to the matters referred to herein.

9.2 All notices or other communications hereunder shall be given by email to addressee on signature below.

9.3 This Agreement shall be governed by the laws of the United Kingdom.

9.4 If any provision of this Agreement will be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions will remain in full force and effect as if said provision never existed.

9.5 No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof.