

## **Terms of Use**

### **Last updated May 19th, 2020**

These Terms of Use alongside with Service Level Agreement and Refund and Cancellation Policy were created to govern the access and use of the SOAX Services. The Site [www.soax.com](http://www.soax.com) is owned and operated by Soax LTD.

These Terms of Use, constitute legally binding agreement between You, as the User of the SOAX Services, and Soax Ltd (may refer to "We", "Our", "Ours" or "Us" in the Terms of Use). If a conflict arises between these Terms of Use or contract made in written between You and Us, provisions of such contract made in written shall prevail.

Soax has developed, owns and offers a Service which enables browsing the internet by redirecting users' communication through other users' devices (the "**System**" and the "**Service**" - please see detailed Service description in Service Level Agreement). This is available for commercial use under this agreement.

Please read this Terms of Use carefully as far as it will regulate relations between You and Us in the course of Your use of the Site. By using this Site and The System You agree to be bound by the terms and conditions stated herein. You claim and warrant that You have full legal authority to enter these Terms of Use and to be legally bound by it and that You achieved the age of legal majority under the laws or regulations in Your jurisdiction.

### **Registration and User Account**

You will need to pass the registration procedure and create Your Account to obtain the access to the Services and the Dashboard. The registration procedure covers the transfer of User's data to Us by filing the information in special registration form.

By completing the registration procedure on the Site, You agree to use the Services in accordance with these Terms. You agree to provide Us with the accurate and complete registration information. The failure to provide an accurate information may affect Your use of the Services.

To learn more about the collection, storage and transfer of the User's Personal Data, please read our Privacy and Cookie Policy.

You are solely responsible for all activity in connection with access to the Site and/or the Services through Your Account or using Your password, and for the security of Your computer systems, and in no event shall We be liable for any loss or damages relating to such activity.

## **Acceptable Use**

By using System You represent and warrant:

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

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.

## **SOAX right to Inspect and suspend Account and Services**

The SOAX 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. The SOAX may share the User's relevant information with any authority in case of a complaint or a lawsuit, if the SOAX determines that it is necessary to comply with law, regulation, subpoena or court order.

The SOAX in its sole discretion and at any time, may suspend User's right to access or use the System immediately upon notice to User, if the SOAX determines that:

(a) User'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 SOAX's customer, including by way of causing a user to be blocked from certain websites, networks or services,

(iii) may subject the SOAX, 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 SOAX's reputation or goodwill; or

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

c) User fails to comply with providing true and accurate information requested by SOAX during the registration process or subject to SOAX periodical KYC requests.

## **Fees and Payment**

The amount of fees and payments for the use of the Services depends on the parameters of the Bundle ordered by You in your Account Dashboard, terms of which are specified in: [dashboard.soax.com](https://dashboard.soax.com) .

Prices are net of any withholding or other taxes and the Client shall be responsible for payment of all such applicable taxes, levies, charges or duties, including sales or use taxes, imposed by any federal, state, or local governmental entity on the Service furnished by Soax under this Agreement, except for taxes based on Soax's net income, gross revenue, or employment obligations. If Soax is obligated by applicable law or regulation to collect and remit any taxes relating to the Service, then Soax may deduct the appropriate amount from the Client's account.

## **Intellectual property rights**

You acknowledge that all rights in and to the Site and its content, including visual interface, graphics, design, text materials, compilations, computer code, software and all other elements of the Site are and shall remain Our sole property.

Except as expressly stated herein, these Terms do not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Site and Services.

We confirm that We have all the rights in relation to the Site and Services that are necessary to grant all the rights We purport to grant under, and in accordance with these Terms.

## **Modification of site and services**

We may from time to time modify, alternate or change design, functionality or information contained on the Site at Our own discretion without any prior notice to You.

## **Modification of these terms**

We reserve the right to change these Terms of Use. We shall notify You about such changes in Our legal documents, including these Terms of Use, Service Level Agreement and/or any other kind of legal and information document regarding the Site, the Services and/or any

other area of relations between You and Us, by the email or through notification on the Site. The updates become legally binding after the posting of the renewed Terms on the Site. Your use of the Services following any such update or revision constitutes your agreement to be bound by and comply with these Terms as updated or revised.

To find out more about any modifications of how We collect, store or use Your Personal Data, please read Our privacy Policy

No modification to these Terms of Use or any other legal document at this Site by You is allowed. Any abovementioned modification, alteration, change of any kind without Our express written consent shall be negligent.

## **Termination**

We reserve the right in any time without liability to You at Our sole discretion to limit, suspend or revoke Your access to the Services in case of any breach of these Terms of use or any other written Agreement between You and Us.

## **Warranty, Disclaimer and Limitation of liability**

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF USE OR LEGAL DOCUMENTS AT THIS SITE, NEITHER WE NOR OUR LICENSEES, VENDORS, AGENTS, AFFILIATES MAKE ANY SPECIFIC PROMISES, WARRANTIES OR REPRESENTATION ABOUT THE SITE. SITE AND SERVICES ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS.

SOAX DO NOT MAKE ANY STATEMENTS OR GIVE ANY WARRANTIES ABOUT THE RESULTS OBTAINED BY USING SITE AND SERVICES, THE SPECIFIC FUNCTIONS OF THE SITE OR IT'S RELIABILITY, AVAILABILITY, ACCURACY OR ABILITY TO MEET YOUR NEEDS. WE DO NOT WARRANT THAT ACCESS TO THE SITE AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL SUCH WARRANTIES.

SOAX 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. SOAX 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.

SOAX AND OUR LICENSEES, VENDORS, AGENTS, AFFILIATES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

UNDER NO CIRCUMSTANCES SHALL WE AND OUR LICENSEES, VENDORS, AGENTS, AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

### **Other provisions**

If any part of this Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision; the remainder of the Terms of Use shall continue in effect.

These Terms of Use are governed by laws of England. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

All disputes related to these Terms of Use shall be resolved by negotiations between the parties, which agree to make all efforts to resolve the dispute. If the Parties fail to reach consent, the disputes shall be resolved by arbitration under the London Court of International Arbitration (LCIA), which Rules are deemed to be incorporated by reference into this clause.

In addition, both You and the We agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general action, or as a member in any such class, collective, representative or private attorney general proceeding.

These Terms of Use constitutes the entire agreement between You and SOAX Ltd with regard to its subject matter and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between You and Us.

## **Contact us**

Questions regarded to legal and copyright issues are to be sent to [legal@soax.com](mailto:legal@soax.com)