

ClearVPN Service Agreement.

1. THIS IS AN AGREEMENT BETWEEN YOU AND CLEARVPN SERVICES

This is an agreement ("Agreement") between you and ClearVPN Services. (or, if applicable based on where you live, one of its affiliates) ("ClearVPN"). This Agreement governs your use of any service or Web page operated by ClearVPN (each, a "ClearVPN Web Sites," and collectively, the "ClearVPN Service"). You represent that you are at least 18 years of age and have attained the age of majority in the province, state or country in which you reside, and any information that you submit is correct. ClearVPN OFFERS THE ClearVPN SERVICE TO YOU CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THIS AGREEMENT. YOUR USE OF THE CIP WEB SITES CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (See Sections 7, 8, and 9); AND AN EXCLUSIVE REMEDY (See Section 8). THESE PROVISIONS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT.

2. HOW CLEARVPN MAY MODIFY THIS AGREEMENT

ClearVPN reserves the right to change the terms, conditions, and notices under which it offers the ClearVPN Service, including any charges associated with the use of the ClearVPN service. You are responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on any ClearVPN Web Site. Your continued use of the ClearVPN service after the effective date of such changes constitutes your acceptance of and agreement to such changes.

3. ADDITIONAL TERMS

Any ClearVPN Web Site may itself contain additional terms (for example, codes of conduct or guidelines) that further govern use of the ClearVPN service, including without limitation, particular features or offers. If any terms contained in this Agreement conflict with any terms contained within a ClearVPN Web Site, then the terms in this Agreement shall control.

Your Responsibilities

You understand that the ClearVPN service, which utilizes internet technologies, is not inherently secure and that internet communications can be intercepted by technology designed and intended for that purpose. While the service owner uses commercially reasonable efforts to provide a secure service, we cannot guarantee the effectiveness of our efforts. We will not be liable to you or any other party for any lack of security that may result from your use of the service.

You agree that you are responsible for providing security measures that are suited for your intended use of the service. For example, you shall take full responsibility for taking adequate

measures to safeguard your data from loss. Also, other than the technology provided by ClearVPN, you must provide all equipment, technology and software to use the service.

Content Disclaimer

The service owner does not control and is not responsible for data, content, services, or products that you access or download through the service. We may, but are not obliged to, block data transmissions to protect the owner, or the public.

4. NO COMMERCIAL, UNLAWFUL OR HARMFUL USE OF CLEARVPN SOLUTIONS

The ClearVPN services are only for your personal use. You will not use the ClearVPN services for commercial purposes; including but not limited to, sending commercial email solicitation or advertisements. You will not use the ClearVPN services in any way that is unlawful, criminal, or harms ClearVPN, its affiliates, resellers, distributors, service providers and/or suppliers (each, a "ClearVPN Party" and collectively, the "ClearVPN Parties") or any customer of a ClearVPN Party, as determined at ClearVPN's sole discretion, or any other person. You will not use the ClearVPN service to harass or threaten any other party. You will not use the ClearVPN service to crash, slow, or intentionally harm any computer system. You may not use the ClearVPN service in any way that breaches any code of conduct, policy or other notice applicable to the ClearVPN service. You will not use the ClearVPN service to obtain unauthorized access to any computer system. Without limiting the generality of this section, you may not use the ClearVPN service in any manner that could damage, disable, overburden, or impair any computer system or Web Site (or the network(s) connected to any Web Site) or interfere with any other party's use and enjoyment of the ClearVPN service or web site.

5. SPAM IS PROHIBITED AND CAUSES DAMAGE; SPAM FILTERING TECHNOLOGY

ClearVPN may use filtering technology or other measures in its efforts to stop unsolicited bulk e-mail and unsolicited commercial e-mail, and if your use of the ClearVPN service includes e-mail related services, then such filtering technology or other measures may block, either temporarily or permanently, some e-mail sent to you through the ClearVPN service even if such e-mail does not violate the Anti-Spam Policy.

6. SOFTWARE

Your use of any software or services associated with the ClearVPN service will be governed by the terms and conditions of the end user license agreement ("EULA") accompanying such software. If you receive any software that is not accompanied by a EULA, then ClearVPN grants to you a non-exclusive, revocable, personal, non-transferable license to use such software solely in connection with the ClearVPN service and in accordance with this Agreement. ClearVPN reserves all rights to such software not expressly granted to you in this Agreement. Such software is protected by copyright and other intellectual property laws and

treaties. ClearVPN or its suppliers own the title, copyright, and other intellectual property rights in such software, and such software is licensed, not sold. You will not disassemble, decompile, or reverse engineer, such software, except and only to the extent that such activity is expressly permitted by applicable law. ClearVPN may automatically check your version of such software and provide occasional in-product messages to notify you of the new software updates or upcoming service expirations.

7. CLEARVPN MAKES NO WARRANTY

ClearVPN PROVIDES THE ClearVPN SERVICE "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ClearVPN PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. THE ClearVPN PARTIES DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (1) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (3) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE ClearVPN SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

8. LIABILITY LIMITATION; YOUR EXCLUSIVE REMEDY

IN NO EVENT WILL ANY ClearVPN PARTY BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE ClearVPN SERVICE, EVEN IF SUCH ClearVPN PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER SECTION 8 IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE ClearVPN SERVICE, YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST ANY ClearVPN PARTY WITH RESPECT TO THIS AGREEMENT OR THE ClearVPN SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ClearVPN SERVICE.

9. CHANGES TO THE CLEARVPN SERVICE; ADDITIONAL LIABILITY LIMITATION

THE ClearVPN PARTIES MAY CHANGE THE ClearVPN SERVICE OR DELETE FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON. As you use the ClearVPN service, you should expect to receive, access or use information, materials, graphics, software, data and content (collectively, "Content") originated by ClearVPN and persons other than ClearVPN (any such person is referred to as a "Third Party"). WITHOUT LIMITING THE GENERALITY OF SECTIONS 7 AND 8, YOU ACKNOWLEDGE AND AGREE THAT THE ClearVPN PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY INFRINGING, INACCURATE, OBSCENE, INDECENT, THREATENING, OFFENSIVE, DEFAMATORY, TORTIOUS, OR ILLEGAL CONTENT, OR (2) ANY THIRD PARTY CONDUCT, TRANSMISSIONS OR DATA. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF SECTIONS 7 AND 8, YOU ACKNOWLEDGE AND AGREE THAT ClearVPN IS NOT RESPONSIBLE OR LIABLE FOR (1) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF THE CIP WEB SITES, (2) ANY INCOMPATIBILITY BETWEEN THE CIP WEB SITES AND OTHER WEB SITES, SERVICES, SOFTWARE AND HARDWARE, (3) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE IN INITIATING, CONDUCTING OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH THE CIP WEB SITES IN AN ACCURATE OR TIMELY MANNER, OR (4) ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES AVAILABLE FROM CIP OR THIRD PARTIES THROUGH LINKS CONTAINED ON THE CIP WEB SITES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN SECTIONS 7, 8 AND 9 OF THIS AGREEMENT APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ARE NOT INTENDED TO DEPRIVE YOU OF ANY MANDATORY PROTECTIONS PROVIDED TO YOU UNDER APPLICABLE LAW.

10. TERMINATION; ACCESS RESTRICTION

ClearVPN may terminate this Agreement, or terminate or suspend your access to the ClearVPN service at any time, with or without cause, with or without notice. Upon such termination or suspension, your right to use the ClearVPN service will immediately cease.

11. INTERPRETING THE AGREEMENT; ASSIGNMENT

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, 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 and the remainder of this Agreement will continue in effect. ClearVPN may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or assign, transfer or sublicense your rights, if any, in the ClearVPN service. Except as expressly stated herein, this Agreement constitutes the entire agreement between you and ClearVPN with respect to the ClearVPN service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written,

between you and ClearVPN with respect to the ClearVPN service. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

12. YOU HAVE LIMITED TIME TO BRING YOUR CLAIM

YOU AND ClearVPN AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ClearVPN SERVICE MUST COMMENCE WITHIN THREE (3) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

13. COPYRIGHT AND TRADEMARK NOTICES; OTHER ACKNOWLEDGEMENTS

All contents of the ClearVPN Web Sites and service are Copyright © 2010. All rights reserved. ClearVPN and/or other ClearVPN products and services referenced herein may also be either trademarks or registered trademarks of ClearVPN. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

14. INDEMNITY

You agree to hold harmless and indemnify the owner, ClearVPN, their suppliers and licensors from and against any third party claim arising from or in any way related to your use of the ClearVPN service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

15. DISALLOWED USES OF ClearVPN SERVICES

By using the ClearVPN Services, you agree to be bound, without any limitation or qualification, by the following Policies.

- You agree not to use the Services to carry out unlawful activities.
- You agree not to use a robot, such as ReGet, GetRight, Go!Zilla, or any similar programs, to download content continuously in an unattended or attended basis.
- ClearVPN is not responsible in any way for any damages or losses, either directly or indirectly, arising from your use of the Service, or by your inability to use the Service.
- If you post messages through the Service, or send email through the Service, you agree not to send anything that is unlawful. You agree that you will not use the Service to:
 - harass, threaten, or abuse others.
 - invade the privacy of others.
 - infringe the copyright and/or intellectual properties of others.
 - impersonate another person or entity.

- SPAM the Internet.
- The Services are provided "as is". There is no warranty, expresses or implied, of any kind. ClearVPN does not warrant that the contents retrieved through the Service are error free.
- You agree not to use the Service to post or email messages of a spamming nature or in violation of the ClearVPN Anti-Spam Policy.

ClearVPN reserves the right to take whatever actions ClearVPN deems appropriate to enforce ClearVPN's policies including, but not limited to Terms of Use and Notices. ClearVPN also reserves the right to change ClearVPN policies without prior notice at any time. The actions ClearVPN takes may include suspension or termination of the Service for the customer. ClearVPN does not issue credits for accounts cancelled due to policy violations. ClearVPN reserves the right to refuse service to anyone at anytime for any reason.

16. ACCOUNT INFORMATION

Passwords - ClearVPN provides anonymity and therefore keeps as little information as possible on our customers, including their passwords. If you forget your password, you will be unable to access your account until the password is reset by ClearVPN. It is highly recommended that you record your username and password in a secure place for future reference.

Be mindful that once an account is closed, within thirty (30) days any data remaining on our servers will be permanently deleted

Use of the ClearVPN Web site including the online purchase web page is subject to the ClearVPN Privacy Policy. In the event of conflict between the ClearVPN purchase web page Terms of Use and the ClearVPN Web site Terms of Use and Notices the ClearVPN Web site Terms of Use and Notices shall control.

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