ELEGANT PROXIES TERMS OF SERVICE

1. **Welcome to Elegant Proxies.** Elegant Proxies provides encrypted point-to-point connections from a customer's location to a remote location on the Internet. A detailed description of the services provided by Elegant Proxies is located at www.elegantproxies.net ("Services"). These Terms of Service ("TOS" or "Agreement") state the terms under which Elegant Proxies provides Services and is a legally binding contract between the customer signing this Agreement ("User") and Elegant Proxies, LTD. It is effective on the date last signed.

2. **Creation of Account.** To receive Services, User shall create an account. User represents and warrants that all information provided in connection with its account shall be valid, legally correct and complete (by way of illustration, User may not use anonymous or pseudonymous names, nicknames, the names of third parties, or non-legal names); User and its authorized representatives will be the only persons engaging in transactions through its account; it shall keep passwords secure; it shall notify Elegant Proxies of any suspected breach of security or unauthorized use of its account; all information provided in connection with its account is accurate; use of the Services shall not violate any state, federal, or international laws or violate the rights of any third party; the person signing this Agreement has actual authority to bind the User to its terms and conditions; it shall not assign or transfer the account to a third party. If Elegant Proxies requires that User provide credit card information for purposes of payment of Fees (defined below), User hereby authorizes Elegant Proxies to use such credit card for purposes of payment. Elegant Proxies may inactivate accounts after a period of nonuse. User may contact Elegant Proxies to request reinstatement.

3. **Services Fees.** Services fees are set forth at www.elegantproxies.net ("Fees''). Elegant Proxies may adjust Fees from time to time, with advance notice to users.

4. **Intellectual Property Rights.** Elegant Proxies retains all intellectual property rights in the software underlying the Services ("Software"), including copyrights, trade secrets, trademarks, patents, and "know-how." User is granted a limited license to access the Software solely for the purpose of receiving Services and shall not download the Software, create derivative works, permit third party access to the Software, reverse engineer, or decompile the Software. No other rights shall be implied.

5. **Software and Site Integrity.** User shall not take any action to interfere with the operation of the Software or the technology underlying the Services, including computer software, hardware, network or telecommunications equipment ("Site"). User shall not upload other technology to the Site, including any automated software (crawlers, robots, bots, spiders, extractors, viruses, adware, worms, trojan horses, malware, spyware or any other similar

malicious activities and products); disable, hack, or seek to circumvent security-related features or digital rights management functions at the Site. User shall not attempt to interrupt, hijack, destroy, limit or adversely affect the functionality of the Site or any third party technology (including without limitation a "Denial-of-Service" or "Distributed Denial-of-Service" attack); cause any Site resource to be unavailable to users; distribute any unlawful content; encourage unlawful activity; or cause any damage or service disruption to any third party computers or service.

6. User agrees not to use the Provider's service or any third party links or proxies included in Provider's service for any of the following purposes:

   a. For the purpose of harming or attempting to harm minors in any way;
   b. In any way which contravenes the virus and hacking provisions as set out above.
   c. to upload, post, email or otherwise transmit any content that is directed to inciting or producing imminent conduct that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable and is likely to produce such conduct;
   d. To impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
   e. To forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the system;
   f. to upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
   g. To upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes";
   h. To interfere with or disrupt Provider's system or servers or networks connected to our Site's system, or disobey any requirements, procedures, policies or regulations of networks connected to Provider's system;
   i. To collect or store personal data about other users without their knowledge; or
   j. To promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.
   k. To intentionally circumvent a block where prohibited by court ruling and/or law.

7. **Indemnification.** User indemnifies, holds harmless, and agrees to defend Elegant Proxies against all damages, losses, judgments, penalties, expenses, costs, and fees (including reasonable attorneys' fees) incurred by, or awarded or assessed against Elegant Proxies in connection with any third party (including domestic or foreign governments or agencies) assertion inconsistent with the statements, representations, warranties or covenants, or any violation or alleged violation of applicable law. This obligation extends to Elegant Proxies, its members, shareholders, officers, directors, employees, contractors, agents, representatives,

members, parent, subsidiaries, related business entities, successors and assigns. These obligations survive termination of this Agreement. In addition to the foregoing, User agrees to use its best efforts to assist Elegant Proxies in the investigation and resolution of any third party claim or assertion inconsistent with User's statements, representations, warranties, or covenants. You agree to provide such assistance promptly upon receipt of notice from the Company of such claim or assertion and at no charge. The terms of this Section survives termination of this Agreement.

8. **Data**. To ensure access to the substance of communications transmitted by User ("Data"), User is responsible for retaining copies of such Data. Elegant Proxies agrees to use commercially reasonable measures to support the delivery of Services and to provide security for the Data. The technology for Services delivery may occasionally be down (and the Services inaccessible) for testing, upgrading, and maintenance. Although the technology deployed by Elegant Proxies is designed to enable uptime of over 98%, Elegant Proxies relies upon third parties for power, data storage, server access, software maintenance, system troubleshooting, system security, and other technology services. Elegant Proxies does not represent that the Services will always be accessible or that Data is 100% secure.

9. **Use of Information.** Elegant Proxies may use account information and information Elegant Proxies collects from User's use of Services for all purposes permitted by this Agreement and by applicable law. By way of example, Elegant Proxies may use information to investigate and verify proper use of the Services and monitor the security and integrity of the Software and the Site; respond to requests from government agencies and service of legal process (such as a court order, summons, subpoena, and the like); improve the Services and Software; conduct research and improve the Software and Services; and communicate with User.

10. **AS-IS Warranty.** ELEGANT PROXIES PROVIDES THE SERVICES, SOFTWARE, AND SITE "AS IS," WITH NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Elegant Proxies does not warrant that the Services and/or functions contained in the Software will meet User's specific requirements, the requirements of User's particular industry, will be error-free, or operate without interruption. Elegant Proxies will use commercially reasonable efforts to correct bugs and maintain the Services and Software. If User is not satisfied with the Services, its sole and exclusive remedy is to cease use of the Services. This is in lieu of all other remedies by contract, by law, and at equity.

11. **Limitations of Liability for Damages.** Regardless of the form of action or theory of recovery, in no event shall Elegant Proxies be liable to User in connection with this Agreement, for any

indirect, special, exemplary, consequential, incidental or punitive damages, even if Elegant Proxies is aware of the possibility of such damages; lost profits, lost revenue, lost business expectancy, business interruption losses, or loss of data; and/or direct damages in an amount in excess of the transaction fees for the preceding thirty (30) days.

12. **Entire Agreement.** These TOS are made up of this Agreement and the terms located at the referenced URLs, including Software features and pricing.   It replaces any prior or contemporaneous writings or oral communications. The TOS may be updated and modified by Elegant Proxies from time to time and those modifications are incorporated as the Agreement. User will be notified of significant modifications when it logs on or accesses the Software or its account. If User does not accept the modifications to the TOS, its sole remedy is to terminate access to the Services and Software.

13. **Suspension; Termination of Services; Termination of Agreement.**

    a. In certain circumstances Elegant Proxies may suspend or terminate an account, limit User access to Data, limit Services, or take other action in good faith relating to User and its account; such circumstances may include in response to legal process, concern for the integrity of the Site, concern for security at the Site, concern for the integrity of User's account, reasonable suspicion of improper conduct at the Site, conduct that may adversely affect a third party, conduct that may subject Elegant Proxies to liability, conduct that may be a breach of applicable laws or regulations, conduct that may be a breach of any of the terms of this Agreement. Elegant Proxies shall use reasonable efforts to notify User.

    b. Unless terminated sooner as set forth above, either party may terminate this Agreement if there is a material breach by the other that is not cured within five (5) business day after receipt of written notice of such breach, and either party may terminate this Agreement for convenience. User may terminate this Agreement by ceasing use of the Services, and shall be liable only for the Services used through the end of the calendar month in which such Services were terminated.

    c. Upon termination, User is responsible for ensuring that it has possession of its Data and for paying any fees owing as of the date of termination. Upon termination of this Agreement Elegant Proxies may block access to the Site or delete Data. All provisions of this Agreement regarding intellectual property ownership, disclaimer of

warranties, and limitations of liability, shall survive any termination of this Agreement.

14. **Dispute Resolution.** The parties shall attempt to resolve any disputes through good faith business negotiations. All disputes or claims arising out of or relating to this Agreement (including the breach thereof) shall be settled by arbitration, to be conducted by a single arbitrator in Ann Arbor, Michigan, by and in accordance with the then effective commercial rules of the American Arbitration Association or JAMS. The costs of the arbitration and the reasonable attorneys' fees of the prevailing party shall be included in any award rendered by the arbitrator. Judgment upon the award may be entered in any court having jurisdiction thereof. Neither party shall disclose the existence, Data or result of any arbitration proceeding without the prior written consent of the other party. Any other action brought by either party related to this Agreement shall be initiated and maintained solely in Washtenaw County, Michigan, or in the U.S. District Court for the Eastern District of Michigan. The parties expressly submit to the exclusive personal jurisdiction and venue of these courts and waive any objection on grounds of *forum non conveniens*.

15. **Integration.** This Agreement and any amendments or updated TOS constitute the entire understanding of the parties with respect to the subject matter of the Agreement and replace all prior and contemporaneous written and oral communications, promises, or understandings. This Agreement may be amended only by a writing signed on behalf of both parties. Email communications shall not amend this Agreement unless expressly identified as an amendment.

16. **No Implied Waiver.** No waiver by Elegant Proxies shall be implied. Any waiver of any term of this Agreement must be in writing and signed by an officer of Elegant Proxies.

17. **Severability.** If any portion of this Agreement is found to be unenforceable, such portion will be modified to reflect the parties' intent set forth in such portion and only to the extent necessary to make it enforceable. The remaining provisions of this Agreement will remain in full force and effect.

18. **Assignment.** Elegant Proxies may assign, subcontract, delegate, and transfer its rights and obligations under this Agreement to a third party. User may not assign or transfer its account.

19. **Notices.** Elegant Proxies may provide User with notices, including those regarding changes to these TOS, by email, first class mail, or postings to the Site. Notice is deemed given upon the earlier of actual receipt, twenty-four (24) hours after an email is sent, three (3) days after

first class mail is deposited with the U.S. Postal Service, or User's click through of any notice posted to the Site.

20. **Force Majeure.** It shall not be a material breach of this Agreement, and neither party shall be liable to the other, if prevented from performing its duties or responsibilities under this Agreement by reason of any fire or other casualty, acts of God, earthquake, floods, explosions, interrupted power supply, attacks on technology infrastructure, sabotage, war, riots, acts of terrorism; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; strikes, court orders, laws, regulations, or orders of government or military authorities; or any other cause not within the control of such party whose performance is delayed.

21. **Survival.** Provisions which, by their terms, continue after termination shall survive (for example, indemnification, intellectual property rights, and limitations of liability for damages).

22. **No Election of Remedies.** The remedies accorded Elegant Proxies are cumulative. The remedies accorded User are exclusive and no other remedies are to be implied.