

# Terms of Service

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These Terms of Service (“Terms”) govern your use of the Trias Informatica VPN and related services (the “Services”), which are owned and operated by Trias Informatica (“Trias Informatica”, “we” or “us”). Please read these Terms carefully before you access the Services, as these Terms constitute a binding legal agreement between you and Trias Informatica. These Terms will be made available on <https://triasinformatica.nl> (the “Site”)

By accessing or using the Services, you agree to these Terms in their entirety.

If you do not agree to all of these terms, do not use the services. Your use of these services requires your acceptance of these terms. These terms may be amended from time to time. Any changes in these terms will be incorporated in a revised agreement that will be available on our website. Unless stated otherwise, revised agreements are effective immediately. By using our Services, you agree to these terms. Continued usage of the Services after the effective date of revised Terms constitutes acceptance of said Terms.

## Changes to the Terms

We may add to, change or remove any part of these Terms or release a new version of the Terms. You will be notified if new Terms are applicable to you at least 30 days before the effective date of the new Terms.

Your use or continued use of the Services following the effective date of the modified Terms or any other posted policies shall constitute your acceptance of the changes Terms or policies.

## VPN Service

You understand we provide you with a Virtual Private Server (“VPS”) on which we provide a virtual private network service (“VPN”), which includes, but is not limited to, the use of servers, transport, routers, IP addresses and other equipment and protocols to transmit information over our network (the “System”). You agree to abide by these Terms with respect to your use of the Service.

## Usage

You agree to comply with all applicable laws and regulations in connection with your use of this service.

You are responsible for maintaining the confidentiality of your credentials, passwords (if any) and personal profile files, and are liable for any harm resulting from disclosing or allowing disclosure of these credentials.

You further agree that you, or anyone using the service under your account, will not engage in any of the following activities, and that any of the following activities constitute grounds for suspension or termination of that account or the Service as a whole.

- Sending or transmitting unsolicited advertisements or content (“spam”) over the Service, via e-mail or any other communication channel.

- Sending, transmitting or receiving any illegal content over the 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 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 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 Service for anything other than lawful purposes.

Violations of this usage policy may result in termination or suspension of the Service or account, without any refund. Additionally, you may be held responsible for any and all damages incurred by us including any amounts charged by any outside entity due to said violation(s), including, without limitation, legal services and costs.

## Privacy

We will not collect or traffic data or browsing activity from individual accounts connected to the Service. We are required to store your login credentials to grant you access to use the Service. In addition, we store the login and access times of individual accounts as they access the Service in order to prevent abuse.

## Confidentiality

We understand your usage of the Service is strictly confidential and will not share or use any data from your usage of the Service in any way preceding, during or after your usage of the Service, with the exception of the data mentioned in Privacy which is used to prevent abuse. Any data that is part of the public record is not afforded the aforementioned protection.

## Disclaimer

The Service coverage, speeds and quality may vary. We will attempt to make the service available at all times. However, the 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 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 Service.

We provide the Service “as is” and is not responsible for any additional software or hardware requirements to make use of the Service.

We provide the possibility of creating additional sets of credentials in order to make use of the Service. For all intents and purposes, these additional credentials are part of your account and are your responsibility.

We do not control, nor are we responsible for any data, content, services or products that you access, download, receive or buy while using the 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 Service, our network, the public or our users. We are not a publisher of third-party content accessed through the 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 Service.

We do not as a matter of ordinary practice actively monitor user sessions for inappropriate behavior, nor do we maintain direct logs of customers' Internet activities. However, we reserve the right to investigate matters we consider to be violations of the Terms. We may, but are not obligated to, in our sole discretion, and without notice, to remove, block, filter or restrict by any means any materials or information that we consider to be actual or potential violations of the restrictions set forth in these Terms, and any other activities that may subject us or our customers to liability. We disclaim any and all liability for any failure on our part to prevent such materials or information from being transmitted over the service and/or into your computing device(s).

## Limitations of liability

We shall not be liable and shall not have responsibility of any kind for any loss or damage that you incur in the event of:

- (i) any failure or interruption of the Service;
- (ii) any act or omission of any third party involved in making the service or the data contained therein available to you;
- (iii) your failure to comply with the Terms;
- (iv) the cost of procurement of substitute goods and services, or
- (v) 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 Trias Informatica or of any vendor providing software, services or support for the Service.

In no event will we, our 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 Service. If you choose to use the Service to access websites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. 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 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 for the service.

## Indemnification

You agree to indemnify, defend, and hold harmless Trias Informatica, 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 service, including but not limited to your violation of this agreement. Trias Informatica 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.

## Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands, excluding its conflicts of law rules. 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.