

# VPN Terms of Service

Terms of Service for our VPN Service

These Terms of Service (“Terms”) govern your use the MediaBlaze Hosts VPN service (the “Services”), which are operated by MediaBlaze Hosting Limited trading as MediaBlaze Hosts (“MediaBlaze Hosts,” “we” or “us”). Our Privacy Policy is incorporated by reference into these Terms, and is subject to the provisions of these Terms. Please read these Terms carefully before you access the Site or Services, as these Terms form a binding legal agreement between you and MediaBlaze Hosts.

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 SERVICE. YOUR USE OF OUR VPN SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES THE MEDIABLAZE HOSTS PRIVACY POLICY, WHICH CAN BE FOUND AT [WWW.MEDIABLAZEHOSTS.COOP/LEGAL](http://WWW.MEDIABLAZEHOSTS.COOP/LEGAL)

## **1. Changes to the Terms**

We may add to, change or remove any part of these Terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of this policy. Such modification shall be effective immediately upon posting at the Site. As your next visit to a Site or use of the Services may be governed by different Terms, we encourage you to look for a new effective date on these Terms when you visit the Site or use the Services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavour to provide registered users with additional notice of any changes, such as at your e-mail address of record, when you log-in to your account, or when you log-in to the Services.

Your use or continued use of the Site or Services following the posting and/or notice of any changes to these Terms or any other posted policies shall constitute your acceptance of the changed Terms or policies

## **2. VPN Service**

You understand that we are providing you with a virtual private network (“VPN”) service, 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.

### **3. Authorized User; Your Responsibility.**

You may not access or use the Site or Services if you are unable to form a binding, legal agreement with MediaBlaze Hosts. You affirm that you are over the age of 18. You assume all responsibility for your use of, or access to, the Site or Services.

Accounts are for single user, individual use only. Any non-individual use or multiple-party use is prohibited. For example, the following uses are prohibited under this section:

#### **Sharing a login between people.**

Simultaneous logins from multiple IP addresses with the exception that we do allow an individual up to two active connections to the network per account, mostly, to allow for mobile device use, but the connections are prohibited to be used by anyone but the account holder.

### **4. Personal Information**

4.1. Accuracy. By registering for our Services, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us if your information changes.

4.2. Privacy. You may browse the Site without providing us with any personal information; however, to use our Services, you must register with us and submit certain personally identifiable information. You expressly agree that we may use your information in accordance with the terms of the MediaBlaze Hosts Privacy Policy, which you can find and read at: [mediablazehosts.coop/legal](https://mediablazehosts.coop/legal)

### **5. Personal Use; Limited License**

MediaBlaze Hosts grants you a personal, limited, non-transferable, non-exclusive license to use MediaBlaze Hosts Site content and the Services, solely for your personal, private and non-commercial use in connection with the MediaBlaze Hosts Services accessed by you. This license is personal to you, and you may not resell our Services, permit other users access to our Services through your account, or use the Services or our System to host content for others. You may not copy or download any content from the MediaBlaze Hosts Services except with the prior written approval of MediaBlaze Hosts.

Furthermore, without the prior written approval of MediaBlaze Hosts, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of Site content or Services. Any commercial use is expressly prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Site. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the MediaBlaze Hosts Services you are using.

Making unauthorized copies or distribution of Site content may result in the termination of your MediaBlaze Hosts account, prohibition on use of MediaBlaze Hosts Services, and further legal action.

## **6. Software**

The Services may require or allow you to download software, software updates or patches, or other utilities and tools onto your computer, entertainment system or device (“Software”). MediaBlaze Hosts grants to you a non-exclusive, limited license to use MediaBlaze Hosts Software solely for the purpose stated by MediaBlaze Hosts at the time the MediaBlaze Hosts Software is made available to you and in accordance with these Terms. Your use of the MediaBlaze Hosts Software may be subject to the terms of an end-user license agreement. You may not sub-license, or charge others to use or access MediaBlaze Hosts Software. You may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from MediaBlaze Hosts Software. You may not modify MediaBlaze Hosts Software or use it in any way not expressly authorized in writing by MediaBlaze Hosts. You understand that MediaBlaze Hosts’ introduction of various technologies may not be consistent across all platforms and that the performance of MediaBlaze Hosts Software and related MediaBlaze Hosts Services may vary depending on your computer and other equipment. From time to time, MediaBlaze Hosts may provide you with updates or modifications to MediaBlaze Hosts Software. You understand that certain updates and modifications may be required in order to continue use the MediaBlaze Hosts Software and MediaBlaze Hosts Services.

## **7. SPAM**

MediaBlaze Hosts enforces a zero-tolerance SPAM policy regarding information transmitted through our network. MediaBlaze Hosts may determine in its sole discretion whether any transmissions are considered SPAM. SPAM includes, but is not limited to, the following:

Bulk unsolicited e-mail, promotional material, or other forms of solicitation sent via e-mail that advertise any IP address belonging to MediaBlaze Hosts or any URL (domain) that is hosted by MediaBlaze Hosts.

The use of web pages set up on ISPs that allow SPAM-ing (also known as “ghost sites”) that directly or indirectly reference customers to domains or IP addresses hosted by MediaBlaze Hosts.

Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

If MediaBlaze Hosts determines that you have posted one or more articles of spam, we may cancel your account immediately and take steps to prevent you from using our network at any time thereafter.

## **8. Fees; Payment Terms**

MediaBlaze Hosts may, with prior notice, change the fees it charges you for accessing the Services at any time. All prices are quoted for one user on one device. You agree that all fees charged by MediaBlaze Hosts for accessing the Services will be automatically charged to your payment account on file with MediaBlaze Hosts, at the time of any automatic renewal of your subscription for Services. To view our current subscriptions, payment terms and fees, go to <https://secure.mediablazehosts.coop/billing/>

## **9. REFUND POLICY**

If you are less than 100% satisfied with the VPN service, we will gladly refund your payment if the refund is requested within seven (7) days from the date of the purchase. Requests made later than the 7-day purchase date will not be honoured.

Customers who signed up earlier for our free trial do not qualify for the 7-day money back guarantee.

You understand that by paying using variably priced currencies, such as BitCoin, you are using a payment method that may fluctuate a large amount in value in a short period of time. You agree that any refunds for transactions using these methods will be assessed at the USD exchange rate at the time of the refund, and not at the time of the original transaction or refund request.

You also understand that certain cash equivalent or other payment methods may not allow for refunds or that refunds may happen slowly or by paper check or that refunds may have service fees associated with them. You agree and acknowledge that MediaBlaze Hosts is not liable if a payment method does not allow for refunds. You will receive an offer for service in lieu of a refund if a payment method does not allow a refund.

## **10. Use of Services**

Subject to clause 19, MediaBlaze Hosts is not liable for the loss, corruption, alteration or removal of any content transmitted using our Services or on our System. By using our Services, you expressly waive the right to seek damages and agree to hold MediaBlaze Hosts harmless for any such loss, alteration, corruption or removal.

MediaBlaze Hosts may also at any time modify or discontinue, temporarily or permanently, all or any part of the Services or your account, with or without notice, and you agree that MediaBlaze Hosts will not be liable to you or any third party for any such modification, suspension or discontinuance. Our Services are not intended to be used in countries where offering or providing the Services is illegal, and we do not offer the Services in such countries or to citizens of such countries, including the countries of Iran, Cuba, North Korea, Syria or Sudan.

### **11. Third-Party Content**

We do not control, and we are not responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Services. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Services, our network, the public or our users. We are not a publisher of third-party content accessed through the Services 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.

### **12. Acceptable Use Policy**

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You may not use our Services, or our Software or System, to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

The transmission or posting of chain letters or pyramid schemes, or other acts that involve deceptive online marketing practices or fraud;

Sending or transmitting any SPAM over the Services, whether via e-mail, Usenet, or any other communication channel

Acts that may materially affect the quality of other users' experience, including, without limitation, "spikes" in bandwidth usage or using any program/script/command, or sending messages of any kind, designed to interfere with a third-party customer terminal session, via any means, locally or via the Internet;

Actual or attempted unauthorized use or sabotage of any computers, machines or networks;

Introducing malicious programs into MediaBlaze Hosts' network or servers (e.g. viruses, worms, Trojan horses, etc.);

Engaging in any monitoring or interception of data not intended for you without authorization;

Attempting to circumvent authentication or security of any host, network, or account (“cracking”) without authorization;

Using any method, software or program designed to collect identity information, authentication credentials, or other information from the legitimate users of another entity’s website or service;

Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third-party rights;

Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patent, trademark or copyrights;

Transmitting or receiving, uploading, using or reusing material that includes sexual or explicit depictions of minors in any form;

Transmitting or receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate these Terms;

Falsifying header information or user identification information;

Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or

Impersonating any person or entity, including, but not limited to, a MediaBlaze Hosts representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;

### **13. Copyright Protected Materials**

MediaBlaze Hosts respects the intellectual property rights of others and expects that you do the same. It is our policy to terminate in appropriate circumstances the accounts of subscribers who infringe the copyrights of others. You may not upload, download, post, publish, transmit, reproduce, or distribute in any way, files, material, information, software or other material obtained through the System that is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder. Additionally, you shall not upload, download, post, publish, reproduce, transmit or distribute in any way any component of the System itself or derivative works with respect thereto.

#### **14. Right to Restrict or Terminate Access**

These Terms shall be automatically renewed for successive one-month periods, until cancelled by you or by MediaBlaze Hosts. MediaBlaze Hosts may deny or restrict your access to all or part of the System without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that MediaBlaze Hosts in its reasonable discretion believes violates the letter or spirit of any of these Terms. If MediaBlaze Hosts denies or restricts your access to the Services because of such a violation, you shall have no right to obtain any refund or credit for the subscriptions fees you have paid.

#### **15. Security**

You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting these data. Access to the System, our Services, the Internet, and to certain online transactions involves the use of identification numbers, passwords, payment accounts or other individualized non-public information (“Private Documentation”). You shall use your best efforts to prevent unauthorized use of our Services, the System or of any Private Documentation, and shall promptly report to MediaBlaze Hosts any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. MediaBlaze Hosts shall not be liable for any unauthorized use of payment accounts. Account sharing (e.g. allowing others to use your account information to access the Services) is not permitted.

#### **16. Children and Minors**

By using our Services, you affirm that you are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside. You understand that the Internet may contain information which may be offensive, may be illegal in various jurisdictions or may be inappropriate for certain ages and that MediaBlaze Hosts is not responsible for detection and removal of such information. In accordance with the Children’s Online Privacy Protection Act (COPPA) and associated rules, we do not knowingly collect or maintain any personal information from children under 13.

#### **17. DISCLAIMER OF WARRANTY**

Actual service coverage, speeds, locations and quality may vary. MediaBlaze Hosts will attempt to provide the Services at all times, except for limited periods for maintenance and repair. However, the Services may be subject to unavailability for a variety of factors beyond our control including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, limited or curtailed. Delays or omissions may occur.



We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks. We may impose usage or Services limits, suspend the Services, or block certain kinds of usage in our sole discretion to protect users or the Services. The accuracy and timeliness of data received is not guaranteed.

YOUR USE OF THE SITE AND SERVICE IS AT YOUR SOLE RISK. THE SITE, ALL SITE INFORMATION AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NONINFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. MEDIABLAZE HOSTS DOES NOT WARRANT THAT THE SITE OR SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. MEDIABLAZE HOSTS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SERVICE, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, MEDIABLAZE HOSTS'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE AND SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

## **18. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL MEDIABLAZE HOSTS, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS ("MEDIABLAZE HOSTS PARTNERS") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, SITE OR CONTENT ANYWHERE ON THE INTERNET, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, OUR SITE OR CONTENT ANYWHERE ON THE INTERNET, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SITE AND SERVICES.

IF, NOTWITHSTANDING THE FOREGOING, ANY OF THE MEDIABLAZE HOSTS PARTIES IS FOUND TO BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGE OR LOSS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SITE, SERVICE, SOFTWARE OR ANY CONTENT THEREIN, THE MEDIABLAZE HOSTS PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID MEDIABLAZE HOSTS FOR YOUR USE OF THE SERVICE; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS.

SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR DIRECT, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, THE MEDIABLAZE HOSTS PARTIES' LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

## **19. Indemnity**

You agree to defend, indemnify and hold the MediaBlaze Hosts Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or relating to any violation of these Terms by you; any content or material you submit or otherwise transmit through our System or Services; or your violation of any rights of another. MediaBlaze Hosts reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to defence by you. This Section shall survive termination of these Terms.

## **20. General Terms**

20.1. Entire Agreement. These Terms, along with any rules, guidelines, or policies published on the MediaBlaze Hosts homepage constitute the entire agreement between MediaBlaze Hosts and you with respect to your use of our Site Services. If there is any conflict between the Terms and any other rules or instructions posted on the Site or Services, the Terms shall control.

20.2. Amendments. No amendment to these Terms by you shall be effective unless acknowledged in writing by MediaBlaze Hosts. Notwithstanding the foregoing, MediaBlaze Hosts reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above.

20.3. Jurisdiction and Venue. These Terms shall be governed by, and construed in accordance with, the laws of British Virgin Islands, without reference to its choice of law rules. Venue for any action arising out of or in connection with this agreement shall be in British Virgin Islands. The parties each hereby consent to the jurisdiction and venue in British Virgin Islands and waive any objections to such jurisdiction and venue.

20.4. Limited Time to Bring Claim. Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Site or Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred.

20.5. Severability. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect.

20.6. Assignment. You may not assign its rights or obligations under these Terms without the prior written consent of MediaBlaze Hosts, which may be withheld in MediaBlaze Hosts' sole discretion.

20.7. Non-Waiver. MediaBlaze Hosts' failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

These Terms of Service were most recently updated on 11<sup>th</sup> June 2017.