

Acceptance of Terms

This Agreement is a legal document which sets out your rights and obligations, and those of Siiling OU., a company registered in the Voru Vald, Estonia (“Siiling OU”, “Company”, “Service”, “we”, “us” or “our”) and the services offered by Siiling OU through it.

All use of this Application and all associated services is subject to the following terms and conditions. By using this Application and all related services, you agree to be bound by these Terms of Use.

Copyright

Company alone shall own all right, title and interest, including all related intellectual property rights, in and to our technology, the content and the service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to Expert VPN. The company name, the company logo, and the product names associated with Expert VPN are trademarks of company or third parties, and no right or license is granted to use them. The copying, redistribution, use or publication by you of any such matters or any part of the Expert VPN is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through Expert VPN. The posting of information or materials on Expert VPN does not constitute a waiver of any right in such information and materials. Some of the content on the site may be the copyrighted work of third parties.

Service

Siiling OU is providing this service on an “as is, as available” basis without representation or warranty of any kind. Siiling OU does not guarantee as to the continuous availability of the service or of any specific feature(s) of the service, however we will do our best to do so. Siiling OU will inform you of any significant changes to the service it may occasionally make. Siiling OU may impose usage or service limits, suspend service, or block certain kinds of usage at our sole discretion. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur.

The speed and quality of the Service may vary and the Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed. Siiling OU is not responsible for any failures to maintain the confidentiality, security, accuracy or quality of your data, messages or pages whether or not related to interruptions or performance issues with the Service.

No Rendering of Advice

The information contained in or made available through this Application is provided for informational purposes only and should not be construed as rendering consulting, technical, security, engineering, legal or other professional advice of any kind. Your use of this Application does not give rise to a client, advisory, fiduciary or professional services relationship between you and Siiling OU.

Prohibited Uses

Use the Service to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person

Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the Service without our prior written authorization.

Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service or features that enforce limitations on the use of the Service.

Intentionally interfere with or damage operation of the Service, by any means, including uploading or otherwise disseminating on the Internet spam, viruses, adware, spyware, worms, or other malicious code.

Use the Service to compromise security of, or to obtain (or try to obtain) unauthorized access to any device or system in the Internet (such attempts include port scans).

Use the Service with the direct or indirect purpose of inciting, aiding or abetting enforcement of copyright through means of any data collection and/or retention and/or any privacy violation.

Termination or Suspension of Access

Siiling OU reserves the right to terminate, suspend or otherwise restrict your access to this Application, or any associated tool or services, with or without notice at any time for any reason whatsoever including, but not limited to, creating multiple accounts to bypass free tier limitations, using Siiling OU in a datacenter environment, sharing your Pro account with multiple people, violation of these Terms of Use or any inappropriate or unlawful behavior on your part. In addition, Siiling OU reserves the right to modify or discontinue this Site or any portion hereof at any time with or without notice. Siiling OU shall not be liable to you or any third party for any such termination, suspension, restriction, modification or discontinuance.

Modifications

Siiling OU reserves the right to modify these Terms of Use at any time upon posting. By continuing to use this Application and related services after any changes are posted, you are signifying your acceptance of the revised terms and conditions, regardless of whether you have reviewed them.

Refunds

Siiling OU strongly encourages to test the free Service before you pay any subscription to commercial plans. The free service differs from the commercial service only with respect to bandwidth limitations and available servers. In case you are not satisfied with the commercial Service, once you have subscribed you have the right to obtain a full reimbursement, provided you purchased the subscription directly from Siiling OU, and given that your request is sent within 3 commercial days from the subscription payment. Siiling OU accepts only written refund requests sent to our support desk. You have the right to request a reimbursement without giving explanations. The right to be refunded is invalid if You have violated the Terms of Service and/or if you send the request after having used the Service for more than 3 days and/or if you have used the Service for a global traffic volume exceeding 10 GB.

Product Delivery

Access to the Services is granted immediately upon payment confirmation, which is usually instant, but may take up to 24 hours.

Third Party Content

Third party content may appear on the Website or may be accessible via links. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Company and its licensors shall have no liability,

obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. We do not endorse any sites on the Internet that are linked through Siiling OU (unless otherwise stated), and in no event shall Company or its licensors be responsible for any content, products, or other materials on or available from such sites.

Indemnification

You agree to indemnify, save, and hold Siiling OU, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your misuse of the Service, any violation by you of this Agreement, or any breach of the representations, warranties, and covenants made by you herein. Siiling OU reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Siiling OU, and You agree to cooperate with Siiling OU's defense of these claims. Siiling OU will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

LIMITATION OF LIABILITY

WHERE APPLICABLE BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL Siiling OU OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE, OR ANY OTHER INTERACTIONS WITH Siiling OU.

LIMITATION OF DAMAGE

IN NO EVENT WILL THE TOTAL LIABILITY OF Siiling OU OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICE (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

Severability

If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.