

Last updated: 【2023/05/08】 .

Terms Of Service

Please read these terms carefully, and ensure that you fully understand the terms of these terms and agree to these terms before downloading, installing, and using Eagle VPN+("App").

By downloading, installing, and using the App, you will be deemed to acknowledge that you have read these terms and agree to be bound by them.

➤ **Age requirements**

If you are under 13, you cannot download, install or use the App. If you are between the ages of 13 and 18, you should ensure that your parents have reviewed and agreed to these terms and allow you to download, install and use the App and our Services. If we discover that you are a minor, we may restrict or prohibit your use of the App without notice. If a parent becomes aware that his or her child has provided us with information without their consent, he or she should promptly contact us and we take reasonable steps to ensure that such information is deleted from our files.

➤ **About our service and the App**

The services we provide you include but are not limited to virtual private network

(VPN) services and other software, extensions, and applications. A VPN is a secure way to protect your online activities by encrypting your data connection. The App is a transitory digital network communications service, which enhances internet security and privacy.

Please note that we do not approve of any illegal, improper, criminal or fraudulent activities by the app and our services!

Since we do not log any information about your activities, your use of the App and our services is at your own risk. We will not be liable in any way or form for your use of our services or for illegal acts resulting from your use of our services.

➤ **Account**

To access and use any of our Services, you must set up an Account by providing certain information (e.g., your email address, password, billing information, country). All information you provide must be complete, accurate, true to the fact and kept up to date.

You agree to accept responsibility and are solely responsible for any and all usage and activities that occur under your Account or password, including, but not limited to, use of the Account by any other person, whether or not authorized by you. You are responsible for maintaining the confidentiality of your Account and its password, and for restricting access to your Account by any other party. To protect your Account, keep your password confidential. Do not reuse your Account password with other services. You agree to immediately notify us of any

unauthorized use of your Account or password.

You acknowledge and agree that you have no ownership or other property interest in any Account you create using any of our Services. We may suspend, terminate, modify or delete any of these accounts at any time, with or without notice to you, for any or no reason.

➤ **User conduct and content**

You must comply with the laws that apply to you in the location that you access our Services from. If any laws applicable to you restrict or prohibit you from using our Services, you must comply with those legal restrictions or, if applicable, stop using the App and our Services.

In addition, you shall not use the App and our services for:

Transmit any content that is unlawful, harmful, threatening, abusive, harassing, torturous, false or misleading information;

Web crawling, scraping, harvesting or other similar activities which might negatively affect rendering of our Services to other users;

Interfere with or disrupt the integrity or performance of the Service;

Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

Distribute copyright-protected material through our servers;

Transfer or use the Services except as expressly authorized under these Terms of Service or by us, copy, disassemble, reverse engineer or decompile, modify or alter

any part of the Services.

➤ **Liability for Breach**

Without limiting any other remedy or any other paragraph of these Terms, if we reasonably believe that you have committed a material breach of these Terms (including multiple minor breaches), we reserve the right to take any of the following actions, whether individually or combined, with or without notification:

(i) Delete, suspend or modify your account; (ii) Suspend or terminate your use of this app and our services; (iii) Indemnify us for all losses, damages, claims and expenses that may arise from your violation of the Terms or your tort.

➤ **Fair Usage**

In keeping with this commitment, we have implemented an automated infrastructure maintenance system to continuously manage our network capacity. Our Fair Use Policy governs inappropriate use of our services and ensures that everyone can use the services fairly.

Create automatic or manual VPN sessions in a manner that simulates a robot, or imposes an excessive load on the network, which may interfere with other users on the network, or use excess bandwidth beyond the average user's bandwidth usage, for prolonged periods of time, etc., all These are all considered unfair uses of the network. We reserve the right to temporarily suspend or permanently terminate users who engage in unfair use of its service.

➤ **Subscriptions and Auto-renewals**

You can subscribe to our Services on a service period basis, such as monthly-basis or yearly-basis. Your Subscription is linked to your platform account and cannot be transferred between platform accounts.

You agree that sales by us to you of Subscriptions are final no cancellation or refund is permitted during the active subscription period.

Your Subscription will automatically renew on a service period unless you turn off auto-renew via your platform settings at least 24 hours before the end of the then-current Subscription period.

Any fees charged by us are exclusive of taxes. Nevertheless, we may calculate and add taxes or duties, including, but not limited to VAT, GST and other taxes or fees under laws applicable to you at the time of purchase.

Accounts deleted for whatever reason will not be refunded for the unused portion of an active subscription period.

➤ **Price and Payment**

We may change the price for the subscriptions, including recurring subscription fees, or other subscription terms from time to time and will communicate any price or other changes to you in advance. Subject to applicable law, you accept the new price and terms by continuing to use the Services after the changes take effect.

We accept payment via our payment processing partners e.g., apple pay, credit card, debit card, PayPal. Our payment processing partners may have their own terms and conditions and you should ensure you are in agreement with these prior to making any payment.

➤ **DISCLAIMER OF WARRANTIES**

We shall not be liable to you or any third party for any direct, indirect, special, consequential or punitive damages suffered by you or any third party in connection with your use of the Services, any third-party computer software provided with the Services, sale or purchase of any merchandise or the merchandise, your access or inability to access the App or our Services, including viruses allegedly obtained from the Services, your use of or reliance on the App or our Services, information or materials made available on the App, regardless of the type of claim or the nature of the cause of action, even if advised of the possibility of such damages. In no event shall our total liability exceed the total amount paid by you for the Services.

We provide its website and services to you on an "as is" and "as available" basis.

We cannot warrant that the Services or their content will be error-free, and make no representations that the Services are technically accurate or that their functionality or content is accurate, error-free or up-to-date. Actual service coverage, speed, location and quality may vary. Service will attempt to be available at all times, except for limited maintenance and repair periods. The service may be

unavailable due to various factors beyond our control, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, denied, limited or reduced. We are not responsible for lost, undelivered, delayed, or misdirected data, messages, or pages resulting from interruptions or performance problems with the Service or communications services or networks, such as T-1 lines or the Internet. We may, in our sole discretion, impose usage or service restrictions, suspend service, or block certain types of use in order to protect users or the service.

Network speed is an estimate and does not indicate how quickly data can be sent or received by you or the Service. Actual network speeds will vary based on configuration, compression, network congestion, and other factors. The accuracy and timeliness of the data received is not guaranteed. We make no representations - your use of the service is at your own risk. Our services may be updated, modified, suspended or discontinued at any time without notice or liability.

➤ **Links**

We may link from our Services to third-party websites or services. You understand that we make no commitment to, and do not endorse, any content, goods or services offered by such third parties. We are also not liable to you for any loss or damage caused by such third parties. Any costs you incur with these third parties

are your responsibility.

➤ **Privacy Policy**

We value your privacy and work hard to maintain it. For more information, we recommend that you review our Privacy Policy.

➤ **Updates**

We may update these Terms from time to time. It is your responsibility to review these Terms of Service periodically, and if at any time you find these Terms unacceptable, you must immediately cease use of the App and all of our Services. **When you use the App and our services, you agree to accept updated Terms.**

➤ **Contact Us**

If you have questions, requests, concerns, or complaints about these terms, please contact us via davidxie@xingyuantechnology.com.