



## **TERMS OF SERVICE**

The Packet Flip Website is owned and operated by Packet Flip, LLC ("Packet Flip").

**IMPORTANT! PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE WEBSITE.**

### 1. Definitions

"Content" shall refer to the contents of the Website, including without limitation the text, graphics, images, audio, and video.

"Customer" shall refer to an individual or entity who has subscribed to the Services.

"Packet Flip" refers to the company Packet Flip, LLC.

"Services" shall refer to the services provided by Packet Flip through, or described on, the Website, including providing proxy services that protect and hide the identity of a Customer for HTTP/HTTPS connections.

"Users" shall refer to Customers and anyone who uses Packet Flip' Website or Services.

"Website" shall refer to the website and Content at [www.packetflip.com](http://www.packetflip.com).

"You" shall refer to you, the person who is entering this Agreement with Packet Flip. If You are entering this Agreement on behalf of yourself personally, then You refers to you as an individual. If You are entering this Agreement on behalf of a business that is a separate legal entity, then You refers to that business entity.

### 2. Acceptance of the Terms of Service

By visiting and/or using the Website or Services, You accept and agree to these Terms of Service. These Terms of Service constitute a legal agreement ("Agreement") between You and Packet Flip and spell out the terms and conditions to which You must adhere. If You do not agree to any of these terms and conditions, then do not use the Website or Services.

### 3. Services

Account Information. In order to use the Services, You must register and create an account. You may create an account by following the instructions provided on the Website. You shall protect any passwords and account information and take full responsibility for your own, and any third party, use of any of your accounts. If You learn of any unauthorized use of your password or account, contact Packet Flip immediately.

Use Limited to Customer. If Customer is an individual, Customer represents and warrants that it will not permit any other individuals or entities to use the Services through Customer's account. If Customer is an entity, Customer represents and warrants that it will not permit anyone other

than its owners, employees, directors, officers, and/or agents to use the Services through Customer's account.

Prohibited Websites. Customer understands and agrees that the Services will not provide it with access to the list of websites identified in Appendix A. Packet Flip will notify Customer if additional websites are added to Appendix A. Customer's attempt to access the websites in Appendix A will constitute a material breach of this Agreement.

Prohibited Software. Customer understands and agrees that it is prohibited from using the software identified in Appendix B with the Services. Packet Flip will notify Customer if additional software is added to Appendix B. Customer's use of the software in Appendix B with the Services will constitute a material breach of this Agreement.

Term of Services. Packet Flip offers different term periods for its Services. The term of this Agreement for Services provided to Customer shall be set forth in the subscription order. At the end of the term, the term shall be automatically renewed for a term of equal duration unless this Agreement and the Services are terminated by Packet Flip or Customer in accordance with this Agreement.

#### 4. Fees and Payment

Fees. If You choose to become a Customer and subscribe and use the Services, You agree to pay and be responsible for all applicable charges and fees for such Services. All fees are set out in U.S. dollars.

Payment Information. You acknowledge and agree that You are the owner of any credit card account, PayPal account, Bitcoin account, and/or any other payment method that You submit to Packet Flip for payment of the Services and that all payment information you submit to Packet Flip is accurate and complete. Packet Flip utilizes third party payment processors to process payments. You acknowledge and agree that any credit card and related billing and payment information that You provide to Packet Flip may be shared with companies who work on Packet Flip's behalf, such as payment processors, solely for the purposes of verifying credit card ownership, effecting payment, and servicing your account. You agree that Packet Flip is not responsible for the actions of any third party payment processors. You are responsible for reviewing any applicable terms of service issued by any such third party payment processors.

Non-Refundable. To the fullest extent permitted by law, fees paid to Packet Flip are non-refundable. In extraordinary circumstances, Packet Flip may consider refunding fees paid but is under no obligation to do so and any such refunds are at the sole discretion of Packet Flip. Nothing in these Terms of Service obligates Packet Flip to extend credit to any party.

Non-Payment. Payment is due at the beginning of each month in advance. Your failure to timely pay for the Services shall constitute a material breach of this Agreement, entitling Packet Flip to terminate your use of the Services. If your payment method is declined or otherwise not approved on the payment due date, Packet Flip may discontinue providing the Services and/or terminate this Agreement. In the event of non-payment, Packet Flip will be entitled to recover all its costs and fees incurred in collecting the amounts due by Customer, including all attorneys' fees spent by Packet Flip to recover payment. Packet Flip may continue to provide Customer with Services after Customer's failure to timely pay for Services; however, Packet Flip is under no obligation to continue to provide such Services after Customer's failure to pay and may discontinue providing such Services at any time.

Billing Disputes. Customer agrees that, in the event of a billing error or dispute, it will not seek reimbursement, chargeback, or reversal of any payment through a credit card company, PayPal,

or other payment vendor or processor before first initiating a billing ticket within forty-eight (48) hours of discovering the alleged billing error via the customer portal located at <https://manage.packetflip.com>. A breach of this paragraph shall be considered a material breach of the Agreement by Customer.

5. Use of the Website, Content, and Services

The Website and Content are owned by Packet Flip and constitute proprietary information and property and are protected by United States copyright and/or trademark law, as well as applicable foreign laws.

Packet Flip hereby grants You permission to use the Website, Content, and Services, provided that (i) your use is solely for your personal, noncommercial use (other than using the Services as intended); (ii) You do not modify or sell the Content; and (iii) You do not reproduce, display, publicly perform, distribute, or otherwise use the Content for any public or commercial purpose, including the use of the Content on any other website. To the extent the Website provides features allowing You to distribute the Content by email, social media, or another method, You may distribute the Content using such features. If You violate any of these terms, your permission to use the Content automatically terminates.

6. Rules of Use and Agreement to the Acceptable Use Policy

As a condition for your use of the Website and Services, You agree (i) not to use the Website or Services for any illegal or unauthorized purpose and to comply with all applicable laws, rules, and regulations (whether federal, state, or local); (ii) not to submit any content that is violent, threatening, pornographic, racist, defamatory, hateful, or otherwise objectionable as determined by Packet Flip in its sole discretion; and (iii) not to interfere or disrupt the Website or Services or servers or networks connected to the Website or Services, including, but not limited to, transmitting any worms, viruses, spyware, malware, or any other destructive code.

You represent and warrant that you have read and agree to abide by Packet Flip's Appropriate Use Policy ("AUP") (available at <http://packetflip.com/aup.html>), which is incorporated by reference into these Terms of Service. Your breach of the AUP shall constitute a material breach, entitling Packet Flip to terminate this Agreement and your use of the Services.

Upon being notified or becoming aware of an alleged violation of the AUP, Customer will be notified and given a designated time in which to respond to the alleged violation. Upon receipt of Customer's response or Customer's failure to respond, Packet Flip may terminate the Services if it determines that a violation of the AUP has occurred. Customer acknowledges, understands and agrees that Packet Flip is not in a position to ascertain whether an alleged violation is real or valid, but must make a decision based on information available to it, including information received from such third parties. Customer agrees that Packet Flip's decision will be final, determinative, and binding upon Customer.

7. Relationship of Parties

No joint venture, partnership, employment, or agency exists between You and Packet Flip, and nothing in these Terms of Service shall be construed as creating any joint venture, partnership, or employment relationship.

8. Required Disclosures

Packet Flip may disclose your information when required by law or when Packet Flip believes in good faith that such action is necessary in order to conform to the edicts of the law or comply

with a legal process served on Packet Flip (e.g., a subpoena). Packet Flip will endeavor, but is under no obligation, to notify You in such event.

9. Links to Other Sites

The Website may contain links to third party websites. These links are provided solely as a convenience to You and not as an endorsement by Packet Flip of the content, products, services, or business practices of such third party websites. Packet Flip is not responsible for the content, products, services, or business practices of linked third party websites and does not make any representations regarding the content, products, services, or business practices of such third party websites. If You decide to access and/or use linked third party websites, You do so at your own risk. You are responsible for taking precautions as necessary to protect yourself and your computer system from viruses, worms, Trojan horses, and other harmful or destructive content.

10. Disclaimer of Warranties

THE WEBSITE AND SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PACKET FLIP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PACKET FLIP DOES NOT WARRANT THAT THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE, SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PACKET FLIP DOES NOT WARRANT THAT CUSTOMER’S IP ADDRESS WILL NOT BE COMPROMISED OR THAT CUSTOMER INFORMATION OR DATA IS SECURE AND WILL NOT BE COMPROMISED. PACKET FLIP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING (I) THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, OR (II) ANY USER SUBMITTED CONTENT ON THE WEBSITE. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, SMARTPHONE, OR TABLET AND ANY LOSS OF DATA THAT RESULTS FROM USE OF THE WEBSITE OR SERVICES, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES. PACKET FLIP DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF, AND YOU SHOULD NOT RELY ON ANY WARRANTIES MADE BY THIRD PARTIES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11. Limitation of Liability

NEITHER PACKET FLIP NOR ANY OTHER PARTY INVOLVED IN CREATING OR DELIVERING THE WEBSITE OR SERVICES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE WEBSITE OR SERVICES.

THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION (WHETHER BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE) AND EVEN IF PACKET FLIP HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

THE FOREGOING LIMITATION APPLIES TO ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE WEBSITE OR SERVICES, INCLUDING **BUT NOT LIMITED TO:** (I) ERRORS, MISTAKES, OR INACCURACIES; (II)

PERSONAL INJURY OR PROPERTY DAMAGE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS, INCLUDING ANY PERSONAL OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE.

TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION SHALL APPLY TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

PACKET FLIP'S AGGREGATE LIABILITY TO YOU IN ANY CIRCUMSTANCE IS LIMITED TO EITHER THE AMOUNT PAID BY YOU TO PACKET FLIP DURING THE SIX MONTH PERIOD PRIOR TO ANY CLAIM OR \$100, WHICHEVER IS GREATER.

#### 12. Indemnification

You agree to defend, indemnify, and hold harmless Packet Flip, its licensors, licensees, distributors, agents, representatives and other authorized users, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, attorneys' fees, and expenses arising out of or in connection with (i) your use of the Website or Services, (ii) your violation of these Terms of Service, (iii) your violation of any third party right, including, but not limited to, intellectual property rights and privacy rights, and (iv) any submission by You that causes damage to a third party.

You shall cooperate as fully as reasonably required in the defense of any claim. Packet Flip reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not enter into any settlement agreement that affects the rights of Packet Flip without Packet Flip's prior written approval.

#### 13. Representation of Age and Ability to Accept Terms of Service

You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into, abide by, and comply with the terms and conditions in these Terms of Service.

In any event, You affirm that You are over the age of 13, as the Website and Services are not intended for children under 13. If You are under 13 years of age, then please do not use the Website or Services.

#### 14. Termination

Packet Flip may, in its sole discretion, terminate or suspend your access at any time, without notice, to all or any part of the Website or Services for any or no reason, including, but not limited to, a breach of these Terms of Service.

A Customer may cancel and terminate its Services upon written notice four (4) business days prior to the end of the billing cycle, which may be provided through <https://manage.packetflip.com>. If Customer provides notice of less than four (4) business days, Customer will be charged for the term shall be renewed for one additional term and Customer will be charged for such additional term.

#### 15. Assignment

These Terms of Service may not be assigned by You without the prior written approval of Packet Flip. Packet Flip may assign these Terms of Service without your consent.

16. Severability

If any provision of these Terms of Service is deemed invalid or unenforceable under any statute, regulation, ordinance, or by an arbitrator or court of competent jurisdiction, then such provision shall be deemed reformed or deleted but only to the extent necessary to comply with such statute, regulation, ordinance, or arbitrator or court, and the remaining provisions shall remain in full force and effect.

17. No Waiver

The failure of Packet Flip to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless agreed to in writing by Packet Flip. In addition, Packet Flip's waiver of any breach of this Agreement by You will not be a waiver of any other prior or subsequent breach.

18. Integration

These Terms of Service constitute the complete and final expression of the entire and only understanding between You and Packet Flip relating to the subject matter of this Agreement and supersede any prior written or oral representations.

19. Governing Law and Venue

These Terms of Service shall be governed by the laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between You and Packet Flip that arises in whole or in part from your use of the Website, Services, or these Terms of Service shall be decided exclusively by an arbitrator located in Los Angeles, California in accordance with Paragraph 22 below.

20. Arbitration

Any disputes, controversies, or claims in connection with or arising out of the Website, Services, or these Terms of Service shall be determined by arbitration in Los Angeles, California before a single arbitrator who is a member of the American Arbitration Association, from which arbitration there shall be no appeal.

21. Class Action Waiver

You agree not to act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any claim arising from or relating to use of the Website, Services, or these Terms of Service. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your individual claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

## APPENDIX A

Websites to Which There is No Access Through Provider's Services  
(As of March 27, 2017)

<b>Website</b>	<b>Web Address</b>
AOL Webmail	mail.aol.com, webmail.aol.com
Hi5	hi5.com
Hot 313	hot313.com
Hotels Combined	hotelscombined.com
Hotmail/Live Webmail	mail.live.com, mail.services.live.com
LinkedIn	linkedin.com
Live Nation	livenation.com
MeetUp	meetup.com
MySpace	myspace.com
My Year Book	myyearbook.com
Nothing But Software	nothingbutsoftware.com
Sol	sol.dk
Tagged	tagged.com
TicketMaster	ticketmaster.com, ticketmaster.ca, ticketmaster.co.uk
Tru Med Canada	truemedcanada.com
White Pages	whitepages.com, whitepages.ca, phonenumber.com
Yahoo! Webmail	mail.yahoo.com

**APPENDIX B**

Software Prohibited in Use with Provider's Services  
(As of March 27, 2017)

**Software**

XRumer

ScrapeBox Blog Commenter

ScrapeBoard