

TERMS OF SERVICES

Disclaimer:

Anonyproz.com is an Internet security and privacy company incorporated in New Zealand and providing privacy and security to concerned Internet users. While our services may provide you with anonymity, we have a Zero tolerance on the abuse of our servers and illegal use of our anonymity services. Anonyproz reserves the right to terminate its contract with any member who violates the applicable Acceptable Use Policy . The following shall apply when using any of our servers:

Service Description:

Anonyproz offers reliable and secure VPN and SSH tunneling services which gives a customer the ability to connect anonymously to the internet including the full encryption of the traffic using open source software (OpenVPN and OpenSSH). Once connected to the internet via the VPN or SSH tunnel, the user is automatically assigned a new static IP address from one of our server pool. The VPN service also comes with integrated malware and phishing protection using well known and user contributed real-time databases thereby providing additional security and protection by blocking all access to known malware sites obtained from various sources.

Legal Disclaimer:

Use of VPN and tunneling services is perfectly legal in most countries and jurisdictions. As long as you are not performing illegal activities, then it is perfectly legal to use a VPN service. By subscribing for our VPN services, you agree not to violate any laws of your jurisdiction and the laws of the specific VPN server location (country) which you are connected to and tunneling your traffic through. It is your responsibility to know and understand any relevant laws pertaining to the use of encryption products such as OpenVPN in your jurisdiction. Anonyproz cannot be held liable for using our services.

Prohibited Activities:



- There are several activities which are absolutely prohibited on all of our servers if not mentioned otherwise:
- Sending, introducing or executing malicious programs into any network or server, such as viruses, worms, Trojan Horses, and key loggers;
- Causing or initiating security breaches or disruptions of network communication and/or connectivity, including flood pings, email-bombing, packet spoofing, and forged routing information;
- Hacking, and/or subverting, or assisting others in subverting, the security or integrity of Internet and intranet systems;
- Executing any form of network activity that will intercept data not intended for the client;
- Evading or circumventing user authentication or security of any host, network or account, including cracking, brute-force, or dictionary attacks;
- Interfering with or denying service to any user, host, or network, such as a denial of service attack or distributed denial of service attack;

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- Using any program, or sending messages of any kind, designed to interfere with or disable a user's session;
- Sending unsolicited bulk messages (i.e., spamming);
- Forgery of e-mail headers (spoofing);
- Issuing a dangerous threat, threatening bodily harm, or encouraging bodily harm or property destruction;
- Harassing another, or encouraging harassing behavior;
- Collecting or distributing personal information about non-celebrities and non-prominents without their knowledge or consent;
- Sending, distributing or premeditatedly requesting any information, data, material, or work that infringes the intellectual property rights of others or violates any trade secret right of any other person;
- Using our services to disseminate, exchange, swap, upload, download, store, collect, or display still or moving images classified under international law as child pornography or child erotica (regardless of literary or artistic merit) and/or bestiality;
- Committing or perpetrating any act that is considered a capital crime, a felony, a criminal offense, a misdemeanor or an administrative offense under the jurisdiction of the country in which the server you are using is located; and/or

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- Acting in any manner that might subject Anonyproz to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect Anonyproz's public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.

Actions and responses:

Anonyproz may take one or more of the following actions in response to such prohibited activities:

- Issue written warnings.
- Suspend the client's account, partly or fully.
- Terminate the user's account.
- Bill the client for administrative costs and/or reactivation charges.

If any user uses Anonyproz's services, Anonyproz's network or its physical infrastructure in a manner that exposes Anonyproz to potential liability, as reasonably determined by Anonyproz, Anonyproz may suspend permanently or terminate the access to Anonyproz's services, Anonyproz's network or its physical infrastructure by such user.

Customer Obligations:

As a subscriber of Anonyproz services, you are obliged to visit our Terms of Use webpage often and read the current terms of our services. Our Terms of services webpage is available at:

<http://anonyproz.com/tos.html>

You are also also obliged to ensure that you are using our latest pre-configured OpenVPN client installer or config files. Our latest installer and config files can be downloaded at our setup page at: <http://anonyproz.com/download.html> . It is your responsibility to keep your username and password secure at all times and ensure that unauthorized users do not have access to it.

Our Software and Server Infrastructure:

Anonyproz offers reliable and secure VPN and SSH tunnel servers using the best open source technology (OpenVPN and OpenSSH) on multiple data centers around the world. However, we do not maintain our own data center for two reasons:

1. Focus: Anonyproz is an IT security company and not a data center or network specialists. Thus by providing secure and reliable VPN and SSH tunnel services with third party data center, we are able to focus on providing the best service to our subscribers with peace of mind while the data center takes care of our servers 24/7 availability.

2. Cost Effectiveness: By hosting our servers with third party data centers, we are able to provide cost effective VPN and SSH tunnel services to our end users which explains the reason why our services are very affordable.

Note: Although our servers are hosted on third party data centers, we take the security and privacy of our subscribers data seriously. This explains the reason why do not keep VPN logs on the servers. ALL VPN logs are automatically deleted from the servers every 3-5 minutes. This is done to ensure the full security and privacy of our subscribers.

P2P File Sharing:

Anonyproz only permits legal P2P and file sharing on certain selected P2P friendly servers that are marked "P2P" in the server list in our pre-configured OpenVPN Client. These P2P friendly servers include our secure and anonymous offshore servers. Please note that it is strictly forbidden to use the non P2P servers for P2P file sharing. In accordance with the Digital Millennium Copyright Act (DMCA), we have adopted a policy to block any P2P traffic on the DNS level on the affected servers. We respect the intellectual property of others. You must do the same.

SPAM:

In all our servers, SPAM including web mail spam and forum spamming is strictly prohibited. This is to ensure that all the IP addresses assigned to our users are clean and not blacklisted for SPAM or any other malicious activities.

Anti-Malware and Phishing service:

As part of our services, we may attempt to block your access to any known malware or phishing sites using open source databases of malware and phishing domains at the DNS level once connected to our OpenVPN servers as an additional layer of protection. Notwithstanding the foregoing, Anonyproz does not guarantee that this added service will identify all phishing and malware websites and cannot be held responsible for any effect or damages caused as a result of your reliance on this service

Service Abuse Prevention Policy:

As part of our efforts to prevent the abuse of our VPN and tunneling services, we take serious measures to prevent the use of our services for illegal activities as outlined in this terms of service. We reserve all rights to block any site deemed illegal and our services cannot be used for illegal activities. If a subscriber uses our services for any criminal activity and a court order is issued with the evidence of the criminal activity, we will cooperate with the relevant authorities and either block access to the site or service if the abuse is limited to a specific site or service or will implement a real-time log capture/live monitoring in order to identify the criminal.

Logging Policy:

In order to ensure the full privacy of our users, we do not keep VPN logs. All sensitive logs including all OpenVPN logs are automatically deleted from our servers every 3-5 minutes. This ensures 100% privacy for our subscribers.

Note: Although we do not keep logs, this does not give you the right to use our servers for illegal or criminal activities. We are able to capture logs or monitor logs in real time should we receive a serious abuse alert or if contacted by a law enforcement agency of any illegal activity with the proof of the abuse and we can fish out offending users easily. Please respect our "Acceptable Use Policy"

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Right to Cancel:

As a subscriber of Anonyproz, you have the full right to cancel your subscription anytime you want. There are no cancellation fees when you decide to cancel. If you subscribe and order with Paypal, you are automatically billed by Paypal on a monthly basis. Therefore if you have an active Paypal subscription and you decide to cancel, you must login to your Paypal account and cancel the recurring billing. Upon cancelled, your account will not be charged at the next billing cycle.