

Terms of Service

Legal Notice and Terms of Service

Use of the This Proxy hence forth referred to as TP software and the Service is provided by TP, subject to the notices, terms, and conditions set forth below and on the TP web sites. We may regularly amend these notices, terms and conditions at any time without prior notice by posting new or revised terms of use policies and other documents on the TP web sites. It is important for you to check this and other terms and conditions related to use of TP and other TP products and services from time to time. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE TP WEB SITE. USE OF TP PRODUCTS AND SERVICES CONSTITUTES YOUR ACCEPTANCE OF ALL SUCH NOTICES, TERMS AND CONDITIONS.

1. Terms of Service

You understand and agree that TP is provided "AS-IS" and that we assume no responsibility for the failure or inaccuracy of TP. You are responsible for paying all applicable taxes and for all hardware, software, service and other costs you may incur in connection with your use of TP, and providing all equipment and software necessary to connect to our web site and to use TP via the Internet. We may add, delete or change some or all of our services provided in connection TP at any time. Any new features that augment or enhance TP will be subject to these notices, terms and conditions and will also be subject to all other applicable TP policies, terms, notices and conditions as discussed above. We may establish general practices and limits concerning use of TP. You agree to accept these general practices and limits as they may be in effect from time to time. In addition, we reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, TP (or any portion thereof), or your access to TP (or any portion thereof), for any reason or no reason, with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of TP or your access to TP.

2. No Unlawful or Prohibited Use

As a condition of your use of the TP Service, you will not use the TP Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Service in any manner which could damage, disable, overburden, or impair any TP Site/Service(s) (or the network(s) connected to any TP Site/Service(s)) or interfere with any other party's use and enjoyment of any TP Site/Service(s). You may not attempt to gain unauthorized access to any TP Site/Service, other accounts, computer systems or networks connected to any TP Site/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the TP Site/Service(s). You are responsible for any content that you post or transmit on or

through the Service. You will not use the Service to carry out unlawful activities. You will not use the Service to spam or invade the privacy of, or threaten, other persons. If you violate any of these terms and conditions, your permission to use the TP Site/Service(s) automatically terminates.

3. TP's Right to Run Advertising Without Compensation to Users

TP reserves the right to run advertisements and promotions on all pages of the TP web sites. By accessing your TP accounts, you agree that we have the right to run such advertisements and promotions without compensation to you. The timing, frequency, placement and extent of advertising by us within the pages comprising your TP account is subject to change and shall be determined by us in our sole discretion. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the TP web sites or TP client, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that TP will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the TP web sites.

4. Links to Third-Party Sites

The TP website may provide, or third parties may provide, links to other World Wide Web sites or other Internet resources. Any third-party sites to which TP may link are not under control of TP. TP does not have any responsibility or liability for any information, contents, communications or materials available on such third-party sites.

5. Applicable law

This Legal and Terms of Service as well as all disputes arising out of or in connection with this terms shall be governed by the laws of the United States, without regard to or application of choice of law rules or principles. Any dispute arising out of or in connection with this Legal and Terms of Service, or in future agreements resulting there from, shall be exclusively resolved before the competent court in the United States.

6. Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content.

7. Indemnification

TP users must agree to indemnify and hold TP, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through the Service, your use of the

Service, your connection to the Service, your violation of these notices, terms and conditions, or your violation of any rights of another.

BY USING TP, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE NOTICES, TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THE TP SOFTWARE AGREEMENT, WHICH INCLUDES THIS TP LEGAL NOTICE AND TERMS OF SERVICE AND THE OTHER POLICIES AND DOCUMENTS POSTED ON THE THE TP WEB SITES, WHICH MAY BE MODIFIED FROM TIME TO TIME BY TP, AND ANY OTHER MATERIALS EXPRESSLY INCORPORATED HEREIN BY REFERENCE, ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES, AND SUPERSEDE ANY AND ALL PRIOR AND CONTEMPORANEOUS WRITTEN OR ORAL AGREEMENTS EXISTING BETWEEN THE PARTIES WITH RESPECT TO SUCH SUBJECT MATTER.

8. No Resale or Service

None of TP's users is allowed to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

9. Modifications to or Suspension of Service

TP reserves the right to modify or discontinue the Service temporarily or permanently, at any time, with or without notice. TP will attempt to provide reasonable notice of such changes to the services or the site.

10. TP's Proprietary Rights

The TP name, the TP logo, and other TP related properties are trademarks of TP. All other trademarks appearing on the Service are trademarks of their respective owners.

11. Disclaimer of Warranties

The services, content, audio transmissions or other data of any kind or nature made available at the site are provided on an "AS IS" and "AS AVAILABLE" basis or at the specific providers own terms. All representations and warranties, either express or implied are disclaimed, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. TP makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of the site or the information or that the information may be relied upon for any reason. Any material downloaded through the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such material.

12. Limitation of Liability

You understand and agree that TP shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, resulting from:

- (i) The use or the inability to use the service;
- (ii) The cost of procurement of substitute goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- (iii) Unauthorized access to or alteration of your transmissions or data;
- (iv) Statements or conduct of any third party on the service; or
- (v) Any other matter relating to the service.

13. Willful misconduct and death or injury

The limitation of liability referred to in article 12 shall not apply in the event of (i) willful misconduct or gross negligence on the part of TP and/or (ii) in the event of claims for compensation as a result of death or injury. However, in no event shall TP's total liability to you for all damages exceed the amount of a \$100.

14. Notice

The Service may provide notices of changes to the License Agreement or other matters by displaying notices or links to notices to you generally on the Service. You are obliged to update your knowledge hereto continuously. Lack of knowledge does not imply that these terms are not accepted by you.

15. Miscellaneous

These Terms of Service constitute the entire understanding of you and TP with respect to the subject matter hereof. There are no understandings, agreements, conditions or representations, oral or written, express or implied, with reference to the subject matter hereof that are not merged herein, expressly referenced herein, or superseded hereby. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The failure or delay of TP to exercise or enforce any rights or provision of the Terms of Service may not constitute a waiver of such right or provision. All provisions which must survive in order to give effect to their meaning, shall survive any expiration or termination of these Terms of Service, including without limitation all of your representations, warranties and indemnification obligations. Should any part of these Terms of Service be held invalid by any court or tribunal, such invalidity shall not affect the validity of any remaining part, which will remain in full force and effect as if these Terms of Service had been executed without that part having been held to be invalid.