

## Terms of Service

Last updated: 11.11.2024

These Terms of Service (“TOS, “Terms”) are intended to govern Users’ (“You”, “Customer”) access to and use of the Proxysell system that allows You to browse the Internet by redirecting User connections through other Users' devices (the “System”) using our Website at <https://proxysell.com> (the “Website”). These Terms constitute a legal agreement between You, personally or on behalf of a legal entity, and AeroDev Ltd. (“Company”, “Proxysell”, “We”, “Us”), a legal entity duly incorporated under the laws of British Virgin Islands (BVI), with its registered address at 9 Main Street, Road Town Tortola.

By accessing or using the System, You signify that You have read, understood, and agree to be bound by these Terms, whether or not You are a registered User of our System. Please note that any person considered a minor under the laws of their country of residence or local regulations may not use the System. If You are using the System on behalf of an organization, You shall agree to these Terms of Use for that organization and confirm that You have the full capacity to act on behalf of that organization and agree to abide by these Terms of Use on behalf of that organization.

### **1. SCOPE OF LIMITATION**

Subject to the Terms of Service, You are granted a non-exclusive, limited, non-transferable, freely revocable license to use the System for internal business use only as required by the Company or the specifics of a particular System. The Company reserves all rights in the System not expressly granted herein. The Company may terminate this license at any time for any reason or no reason.

### **2. CUSTOMER’S ACCOUNT**

Your account on the System, which is referred to be a “User Account”, grants You with access to the System and functionality that We may establish and maintain from time to time, at our discretion.

When You create a User Account, We ask that You provide accurate and complete information and keep it up to date. We ask that You be responsible for the activities that occur with your account and that You keep your account password secure. We ask that You use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) for your User Account. We ask that You notify Us immediately of any breach of security or unauthorized use of your User Account. Please note that the Company shall not be liable for any losses incurred as a result of unauthorized use of your User Account.

You have the ability to control your User profile and interaction with the System by changing the settings on the settings page. By providing us with your email address, You agree that We shall use it to send You notices related to the System, including any notices required by law, instead of sending them by post. We may also use your email address to send You other communications, such as about changes to System features and special offers. If You do not wish to receive such communications, You may opt out of receiving them; please note that opting out may prevent You from receiving communications about updates, enhancements or offers.

### **3. SYSTEM**

#### **3.1. Rules**

The following activities are not permitted:

- Copying, distributing or disclosing any part of the System in any medium;
- Transmitting spam, chain letters or other unsolicited email;
- Attempting to tamper with, compromise the integrity or security of the System or decrypt any transmissions to or from the servers on which the System operates;
- Committing any act that creates or may create, in our sole discretion, an unreasonable or disproportionately large load on the User's account Violation of the following conditions will result in immediate termination of the User's account:
  - Uploading of any invalid data, viruses, worms or other programming agents through the System;
  - Collecting any personal information, including account names, from the System;
  - Impersonating or deceptively misrepresenting yourself as a person or entity, including committing fraud and concealing or attempting to conceal your identity;
  - Interfering with the proper functioning of the System;
- Gaining access to any content on the System through any technology or means. Moreover, the following shall be considered as not permitted:
  - Using any means to circumvent the measures employed by the System to prevent or restrict access, including, but not limited to, features that prevent or restrict the use or copying of any content, or that impose restrictions on the use of the System or its content;
  - Resell or otherwise distribute the System, unless otherwise expressly agreed to by the Company;
  - Use the System to attempt to breach security, including, but not limited to, accessing any server, network, host or denying access to an account that You are not authorized to access;
  - You may not use the System to attempt to disrupt Internet communications (e.g., “deny access to the System” attacks);

- › You may not use the System for the purpose of creating bots to purchase tickets, advertising fraud, or to collect data that is not publicly available or otherwise protected due to its sensitivity;

Should the Company have suspicions that any of the above prohibited activities are being conducted through your Account, You shall provide full identity verification. Failure to complete the required identity verification procedures shall result in suspension of the relevant Account.

### **3.2. Utilization**

- Prior to acceptance of a proxy from You for sale, it is initially verified by protocols, blacklists, and responses from the service through which We verify them.
- The proxies must then run uninterrupted for 7 minutes
- Finally, if the above requirements for the quality of the proxy have been met, it becomes a queue for sale.

You can find more details about our pricing policy in the “Pricing” section.

### **3.3. Changes**

Please note that the System is subject to change without prior notice. Such changes may include discontinuation of the System or its individual functions, as well as the imposition of usage restrictions. In addition, access to the System may be terminated without prior notice for any reason, including breach of the Terms of Service set out herein. In this case, the User shall also remain bound by the Terms of Service set forth herein.

## **4. THIRD-PARTY LINKS AND APPLICATION**

It is important to note that the System may contain links to third party content that is not owned or controlled by the Company. It should also be noted that the Company does not endorse and is not responsible or liable for any third-party Websites, information, materials, products or services.

If You access a third-party Website from this System or share your User content on a third party Website or through the System, You do so at your own risk. In addition, You understand that the above Terms of Use and the Company's Privacy Policy do not apply to your use of such Websites.

By accessing and using third-party Websites and content, including User Content, You expressly release the Company from any and all liability. In addition, any dealings with or participation in promotions with advertisers listed on the System, including payment and any additional Terms of Service (e.g., guarantees), are at the sole discretion of the

respective advertisers. It is agreed that the Company shall not be liable for any loss or damage incurred as a result of dealing with the above advertisers.

## 5. SECURITY

We are committed to protecting personal information in accordance with the principles of data integrity and security. However, it should be recognized that there is no guarantee that unauthorized third parties will not be able to circumvent our security measures or use your personal information for improper purposes. You recognize that You provide your personal information at your own risk.

## 6. INDEMNIFICATION

The undersigned agrees to defend, indemnify and hold harmless the Company and its subsidiaries, agents, licensors, managers and other affiliates, and their employees, contractors, agents, officers and directors from and against any claims, damages, liabilities, obligations, losses, liabilities, costs or debts and expenses (including but not limited to attorney's fees) arising out of:

- Your use of and access to the System, including any data or content transmitted or received by You;
- Your breach of any term of these Terms, including, without limitation, your breach of any of the representations and warranties;
- Violation by You of any third-party rights, including, without limitation, any privacy rights or intellectual property rights;
- Violation of any applicable law, regulation or directive;
- User Content or any content sent through a User account, including, but not limited to, information that is misleading, false or inaccurate;
- Intentional misconduct;
- Access and use of the System by any other party using a unique Username, password or other appropriate security code.

## 7. PRICING PLAN

The pricing for the sale of your proxy is available on our website <https://proxysell.com> and is the sole authoritative source for all usage charges, and applicable fees (collectively, the "Pricing Plans"). We may, at our discretion, revise, add to, or withdraw any Pricing Plan. Such adjustments will be published on the website and will take effect after such publication. Your continued access to or use of the Service after a change becomes effective constitutes acceptance of the updated Pricing Plans.

The Company reserves the right to introduce new services for additional fees or to introduce or modify fees and charges for existing components of the System at any time

and in its sole discretion. Any changes in pricing or payment terms shall be effective upon completion of the current billing cycle.

## **7.1. Refund Policy**

You may familiarize with Our Refund policy which is available in the Website.

## **7.2. Payment Information.**

Please note that we accept only USDT as a cryptocurrency payment method. All information You provide in connection with a transaction or other monetary transaction on the System shall be accurate, complete and current. You agree to pay all charges incurred by Users of your cryptocurrency payment method used in connection with a purchase or transaction or other monetary transaction interacting with the System at the prices in effect at the time such charges are incurred.

## **8. LIMITATION OF LIABILITY**

Subject to the provisions of applicable law, the Company, its affiliates, agents, directors, employees, suppliers and licensors shall NOT be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or related to the use or inability to use the System. In no event shall Company be liable for any damage, loss or injury resulting from tampering with, unauthorized access to or use of the System or the information contained therein.

To the extent permitted by applicable law, the Company shall not be liable for any of the following:

- Errors, misconceptions or inaccuracies in the content;
- Injury or property damage of any nature resulting from access to or use of the System;
- Unauthorized access to or use of secure servers and/or any and all personal information stored thereon;
- Interruption or termination of data transmission to or from the System;
- Any bugs, viruses, Trojan horses or other malicious programs that may be transmitted to or through our System by third parties;
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available through the System; and/or User Content or the defamatory, offensive or unlawful conduct of any third party.

## **9. NO WARRANTY**

We provide the System on an “AS IS” and “AS AVAILABLE” basis. It should be noted that use of the System is at the User's sole discretion and with full knowledge of the



inherent risks. To the maximum extent permitted by applicable law, the System is provided without warranty of any kind, express or implied.

This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. It should be noted that no warranty is implied by any advice or information, oral or written, received by the User from the Company or through the System. In addition, the Company, its subsidiaries, affiliates and licensors do not warrant the accuracy, reliability or correctness of any content on the System.

Furthermore, we do not warrant that the System shall meet the User's requirements, that it will be available at any particular time or place, that it will be uninterrupted or secure. In addition, we do not warrant that any defects or errors will be corrected or that the System is free of viruses or other harmful components. Any content downloaded or otherwise obtained while using the System is downloaded by the User at the User's own risk. The User is solely responsible for any damage to his or her computer system or mobile device or loss of data resulting from such downloading or use of the System.

In addition, the Company makes no warranties, endorsements, representations or guarantees and assumes no responsibility for any products or services advertised or offered by third parties through the System or any hyperlinked site. The Company is not a party to or in any way controls any transactions between Users and third-party providers of products or services.

## **10. DISPUTE RESOLUTION**

Any disputes between the Company and You shall be resolved by the way of negotiation.

Any claims shall be considered and answered by the Company within 30 (thirty) working days. If the answer to the claim cannot be given within the specified term due to its complexity or the need to clarify additional circumstances, the Customer who submitted the claim shall be notified of this, as well as of the term within which the claim will be answered.

If the Parties fail to reach an agreement, any legal action between the Parties shall be resolved in the courts at the place of registration of the Company, which have exclusive jurisdiction to resolve disputes arising under these Terms of Service.

## **11. CONTACT US**

If You have any questions regarding the utilization of our System, You can contact us via the following email address: [support@proxysell.com](mailto:support@proxysell.com).

## 12. MISCELLANEOUS

### 12.1. Assignment of rights

These Terms and any rights and licenses granted hereunder may not be transferred or assigned by You, but may be assigned by the Company without restriction. Any attempted transfer or assignment in breach of these Terms will be void.

### 12.2. Procedures for Notification and Modification of these Terms

The Company may provide notices to You, whether such notices are required by law or are for marketing or other business purposes, by notice by email, written or paper notice, or by posting such notice on our website, as determined by the Company in our sole discretion. The Company reserves the right to determine the form and manner in which notices are provided to Users, provided that You may opt-out of certain notice methods as described in these Terms. The Company is not responsible for any automatic filtering that You or your network provider may apply to notices we send to the email address You provide to us.

The Company may, in its sole discretion, modify or update these Terms from time to time. If we make changes to these Terms, we will post the updated Terms on our website and notify You of the changes to these Terms. If You do not agree to these Terms or any amended Terms, do not use or access (or continue to access) the System. Your continued use of the System after the effective date of these Terms or the effective date of any updated Terms confirms your agreement and acceptance of these Terms. You also recognize and agree that the Company's Privacy Policy shall be revised with these Terms and may be revised and updated by the Company at any time in its sole discretion.