

# **Terms of Service**

Last updated: 02.02.2026

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These Terms of Service (“TOS”) are intended to govern your access to and use of the Asocks system that allows You to browse the Internet by redirecting user connections through other users' devices (the “System”) using our website at <https://asocks.com> (the “Site”). These TOS constitute a legal agreement between You (“User”, “Customer”, “You”), personally or on behalf of a legal entity, and Econocom, a legal entity incorporated under the laws of France at 40 Quai'de Dion Bouton, 92800 Puteaux, France under registration number 326 966 777 (“Company”, “we”, “our”, and “us”).

Please note that by clicking the “Sign Up/Create an Account” button and/or registering an account on our website, You acknowledge your awareness of and full agreement to our Terms of Use. Should the User disagree with any clause below, the User shall immediately cease using our services.

Please note that anyone deemed to be a juvenile under the laws of their country of residence or local regulations shall not use the System. Should You operate the System on behalf of an organization, You agree to these TOS for that organization and confirm that You have authority to act on behalf of that organization and agree to abide by these TOS on behalf of that organization.

## **DEFINITIONS**

As used throughout these TOS and any amendments or appendices thereto, each capitalized term shall have the meaning and definition set out below:

- “Account” shall mean the set of the data recorded in the System for Your use, including Registration data, statistics, Referral Program and etc., and all associated functionality through which all interactions with the System take place.
- “Registration” shall mean the result of entering a login and password on the Website after which a Customer accepts TOS and can be identified for the purposes of System use.
- “Registration data” shall mean your personal data provided by You to the Company by filling in the registration form to register an Account.
- “Proxy” shall mean a proxy network with a real IP-address provided by an Internet service provider and allowing You anonymously access a website You're trying to access. Each IP is a real Mobile, Residential or Datacenter device.

- “Referral Program” shall mean a possibility accessible to each User to receive consideration for new users who click the referral link, Register and/or purchase the Pricing Plan.
- “Sub-User” shall mean a person who has been authorized by You to access User’s Account and the System and/or additional User’s device permitted to use the System.
- “Pricing Plan” shall mean the detailed terms and conditions under which the use of Proxy will be available to You, such terms and conditions to include the amount of Fees due, traffic limits (number of available GBs), Sub-Users, country of IP address location, billing period, etc.
- “Tracking System” shall mean a system at the Company’s discretion used for the purposes of counting valid new users clicks, Registrations, purchases and collecting/retrieving other information necessary for calculation of consideration due to the Customer.
- “Fee” shall mean Company’s remuneration payable by the Customer for access to the System with the selected Pricing Plan.
- “Fiat money” shall mean a government-issued currency that is not backed by a physical commodity such as gold or silver. It is backed by the government that issues it.
- “Payment Processors” shall mean legal entities that are not affiliated to the Company and provide services enabling Customers to pay the Fees to the Company.
- “Third-Party Applications” shall mean services provided by the legal entities not affiliated to the Company.

## **ACCOUNT REGISTRATION**

The User is entitled to start using the System after completing the Account Registration after providing certain information as requested by the Account Registration form (in particular, login (User's email address) and password) or on a specified third-party website/account (Google, Facebook, etc.).

The account can be utilized by You after completing the registration. In addition to the information listed above, we can request additional information from You in order to properly provide the services. Such additional information may include additional contact

information, payment information, etc. Payment information shall include your cryptocurrency wallet details or such other details as may be required to transfer Fees through Payment Processors (Stripe/Sellix or others), Payment Processors may permit such payments in both cryptocurrency and fiat money. We will use this payment information to debit Fees due for the selected Pricing Plan, Referral Programme or refunds.

Account shall contain the followings:

- Customer's registration details;
- Information about the Pricing plan used: time till the end of the subscription period, traffic limits, including statistics of GBs used and information regarding available GBs, data of Sub-users and other information;
- Payment details and payment history;
- Information about the Referral Programme, including the number of clicks, Registrations, purchased Pricing Plans;
- Other information at the Company's discretion.

You are fully responsible for ensuring that the information You provide is relevant, complete and accurate. You warrant that all such information provided to us is truthful and that You are entitled to provide such information.

The User is prohibited from disclosing, transferring or otherwise authorizing others to use the login, password or Account. The User shall be responsible for the confidentiality of the login and password and for the security of the User's computer system (any devices used to log into the Account, including Sub-Users' devices).

The Company shall not be liable for the use of the User's password by the User or any person to whom the User may have intentionally or negligently disclosed the login and/or password in violation of this privacy statement. The Company shall also not be liable for the use of the Account by a person who fraudulently used the login and password unless authorized by the Customer. Should the Customer believe that the confidentiality of the login and/or password might have been compromised, the Customer shall immediately change them or notify the Company of this fact without any delay.

Intentional disclosure of the User's login, password and other Registration Information to Sub-users shall not constitute a violation of the confidentiality terms, and the User shall be fully and exclusively responsible for any actions of Sub-users, including the use of the System for unlawful purposes and/or unauthorized use of payment information.

Upon registration of an Account, the User is able to use the functionality of the System offered by the Company. Should any provisions of these Terms and Conditions or other binding agreements between the Parties be violated, the Company shall have the right to restrict access and/or rights of use with respect to certain parts and functionalities of the System.

The Company shall have the right to deny the opening of an Account with no explanation (the right to freedom of contract), and shall also have the right to restrict the rights of certain groups of Customers in terms of specific rights, including restricting access and/or usage rights in relation to certain parts of the System.

## **TEMPORARY BLOCK AND SUSPENSION**

The Account might be blocked in case of numerous attempts to enter an incorrect login and password. In such a case, the Customer must contact the Company regarding the provision of a new password, which will be sent to the e-mail address provided during the registration process.

You acknowledge and agree that Company may suspend your access to the System and exercise any other remedy available, if the Company believes that your use of the System:

Violates the following:

- the terms of these TOS, including if the Customer is delinquent on payment obligations,
- the rights of the Company or any third party and other Customers, including by way of causing other users to be blocked from certain websites, networks or services, or
- any applicable law or regulation, or

1. Your use of the system is otherwise objectionable or inappropriate, or
2. Your use of the System constitutes fraudulent activity of any nature

Your use of the System disparages or devalues Company's reputation or goodwill, or

3. In other cases, at the Company's discretion if the Company believes that it is necessary or advisable in order to protect the Account, other Customers and/or the Company's business interests/activity.

You agree that the Company shall be fully entitled to injunctive or other equitable relief for such violations without requiring the Company to post a bail, and that any monetary damages may be an inadequate remedy. The Company is not obligated to provide any restitution or other compensation if your account is suspended for the reasons stated above.

The Customer shall be notified of the reason for the blocking or cancellation (if applicable) and the Company shall always seek to explain why it has taken such action, except where it is prohibited by laws or other legislation or where it may pose a security risk. The Company shall also notify the Customer of ways to remove the blocking and continue normal use of the Account.

The Account might be blocked in case of repeated attempts to enter a promo code, including using another promo code. In such a case, the Customer should contact the Company regarding the provision of a new password, which will be sent to the e-mail address specified during registration.

## **SERVICES PROVIDED WITHIN THE SYSTEM**

The system provided by the Company enables You to choose a suitable country, state, city and ASN provider by means of special filters, then get the list of necessary Residential Proxies and access the Internet as a real user in the selected geographical area. In this way, You will access the Internet pages safely and anonymously, as your real IP address will be hidden.

According to your tariff plan, You have the option to add several Sub-users and thus use the System for more than one device.

Using the functionality of the System may require You to take certain actions, such as making changes to your browser settings, which will be detailed to You in your Account and/or via the System.

## TRIAL PERIOD

The Company shall offer use of the System on a free trial basis for a period of 3 days, provided that at least 500 megabytes of bandwidth is included in the System, unless otherwise stated on the Site. During this period, You may evaluate the System and decide to opt to select a particular Pricing Plan.

You hereby acknowledge and agree that You are only entitled to use the System on the terms of the trial period of these TOS and within the limits set out above in your Account and/or on the System.

You shall be required to register an Account prior to commencing your free trial. Please note that the free trial option is only available to new Users and a single User may only utilize the free trial once. You shall not create more than one Account to extend the free trial period. We reserve the right to terminate the free trial at any time if a duplicate account is detected and/or block the duplicate account, at which time You shall no longer have access to the features of the System provided under the free trial and the only way to use the System will be to purchase a specific Service Plan. The Company reserves the right to restrict access to the System completely.

Should You no longer continue to use the System, You shall cancel your subscription before the end of the trial period and receive confirmation, otherwise You will be charged in accordance with the selected Pricing Plan, even if You do not use the System, and/or your access to the System will be fully restricted in the event that the automatic debit for the Pricing Plan cannot be made (payment by cryptocurrency, lack of funds on the payment instrument provided, etc.).

## FEES

In order to access the functionality of the System, Users need to select the Pricing Plan and pre-pay the relevant Fees for the use of the functionality of the System. You may choose monthly, annual subscription or other type of subscription provided in the System.

The amount of Fees depends on the Pricing Plan the User selects. Pricing Plans and respective Fees rates, detailed payment terms are provided within the System and open for User's familiarization. Pricing Plan is limited by the number of available GBs and may also

differ in other characteristics such as the number of permissible Sub-Users, countries or other characteristics. In most Pricing Plans traffic (GBs) is non-transferable, this means traffic (GBs) unspent within the pre-paid Pricing Plan cannot be used in the next billing period.

The only Pricing Plans that offer the opportunity to transfer unspent GBS in the next billing period are Premium and VIP Pricing Plans unless otherwise stated within the System.

All payments shall be made via the chosen payment method, which may be either cryptocurrency or Payment Processors. A Payment Processor may offer payment in either cryptocurrency or fiat money. Details shall be provided to You on the Website.

Your subscription will be automatically renewed and the Fee will be debited via your chosen payment method before the start of each new month/year until You cancel your subscription. Please note that if you auto-renew, You will be charged the Fee even if You do not actually use the System.

Please note that if You pay in cryptocurrency, the auto-renewal option is not available and the Company cannot automatically deduct Fees from your cryptocurrency wallet. The Customer shall manually initiate all payments on a regular basis after the expiry of the prepaid Fee Schedule using the functionality of the System.

Unless otherwise stated in your Pricing Plan, all System usage Fees are payable on the first day of use and thereafter all Fees will be charged in advance for the following period. You shall be billed in accordance with the calculation of the Pricing Plan charges and the amount of additional traffic (GBs) not included in the selected Pricing Plan but used by You during the period for which You are billed, as applicable. Charges for additional traffic will be payable at a later date.

All amounts of Fees due to the Company shall be reflected in the Account, with all amounts due being stated in fiat currencies to avoid overpayments or underpayments due to the ever-changing cryptocurrency exchange rate.

In case of cryptocurrency payments, the Company reserves the right to require the Customer an additional payment and another transaction if the amount of a particular cryptocurrency transferred by the Customer to the Company as a Fee is, at the time of receipt by the

Company, less than the fixed amount of fiat currency reflected in the Account. In this case, the Customer is obliged to top up the amount of cryptocurrencies due to the Company to an amount equivalent to the fixed amount of fiat currencies due to the Company.

Should the due Fee cannot be automatically credited by the Company for any reason, and the invoice provided by the Company is not paid in full within the period specified in such invoice and/or through the System, the Company reserves the right to suspend your use of the System. Upon expiry of 10 (ten) calendar days after suspension, the Company reserves the right to delete the User's Account, terminate these TOS, as well as any other relations between the Parties associated with the use of the System.

Fees shall not include VAT, sales taxes and other taxes and duties payable in accordance with local laws or requirements of international laws and bilateral interstate agreements. The Customer shall be responsible for the payment of all such applicable taxes, fees, duties and commissions. You should be aware that the final amount due for payment shown on an invoice or automatic debit may include such taxes and fees. The charging of such fees, if any, shall also be governed by the agreement between the Payment Processors and You.

The Company shall have the right to refuse to accept an order for a selected Pricing Plan and payment at any time for reasons including but not limited to: system unavailability, errors in the description of the Pricing Plan or Fee rate, errors in your order (missing any required information), suspected fraud or an unauthorized or illegal transaction.

The Company hereby reserves the right, at its sole discretion, to change Fee rates (including increasing Fee rates) and payment terms at any time without prior notice to Customers. The amended Fee rates and payment terms shall become applicable from the date of their publication in the System.

In case You do not agree to the amended Fees rates and/or payments terms You need to cease your use of the System after the paid period and do not make any upcoming payments.

## **REFUNDS**

No refunds shall be made for termination or cancellation of the Pricing Plan. Should the User no longer desire to subscribe to the System, it is the User's responsibility to cancel the

subscription in a timely manner. All charges incurred are final and non-refundable except at our discretion and in accordance with the rules governing the System.

By way of derogation from the above rule, each User shall be entitled to a refund in an amount equal to the number of unspent GBs. It shall only apply to refunds within the first twenty-four (24) hours of the last payment (not after the initial purchase of the Service Plan). For refunds, we will use the same payment method by default as You chose to deposit the Fee, but You may change the settings and choose a different method (cryptocurrencies or fiat currencies).

For **Unlimited proxies**, refunds are available only if requested within the first twenty-four (24) hours from the time of purchase and only if the total traffic used via the purchased Unlimited proxy port(s) is less than 500 MB (as determined by our billing and monitoring systems). If either condition is not met, charges for Unlimited proxies are non-refundable, except where required by applicable law.

We would also like to draw Your attention to a couple of important points regarding the "Proxy by link" option. Please note that this option may result in proxies of a different type being used, and traffic may be charged at a higher price than expected.

In order to avoid being charged more money, please ensure that You update your proxy link every minute. Failure to do so could result in unforeseen losses that we would not be held liable for.

System is provided on the basis of "AS IS" or "AS AVAILABLE" principle without any directly or indirectly expressed guarantee. Some of its features and functionalities may change at any time, and we cannot guarantee any specific feature will be available for the entire subscription period and this also may not be considered as the reason for refund.

## **REFERRAL PROGRAM**

Each Customer may be remunerated for referring new customers on the terms and conditions set out below. The Company pays the Customer for the New Customer's actions such as New Customer Registration and purchase of a Pricing Plan as specified herein.

Each Customer uses a referral link that can be found in the Customer's Account and can be transferred to an unlimited number of persons who are not already using the System ("New Customer").

If a New Customer follows the referral link provided to them to the Site, and/or registers with the System via the referral link, and/or purchases a Tariff Plan, the Customer will receive Cryptocurrency in the amount determined by the terms and conditions of the Referral Programs which can be found in the System.

Each action of a New Customer (visit to the Site, registration, purchase of a Tariff Plan) via a referral link is recorded by the tracking system and shall be subject to a fraud check. Certain actions may not pass the Company's fraud check and, accordingly, may not be paid by the Company, including, but not limited to:

1. Generated by device emulators, programs and robots;
2. Fraudulently created manually by or on behalf of/ordered by the User;
3. Resulting from any error or fraudulent activity;
4. Not complying with the details of these TOS or the terms and conditions of the Referral Programme available on the System;
5. Committed in breach of the terms of these TOS or applicable law;
6. Committed in violation of the terms and conditions of these TOS or applicable law.

The Customer's Fee under the Referral Programme shall be calculated based on the number of registrations and purchases of New Customers who have passed the Company's fraud screening. The Company is not obliged to disclose fraud screening methods and algorithms. The Customer acknowledges that clicks, registrations and purchases that do not pass the fraud check are not eligible for payment and shall not affect the total amount of the reward under any circumstances.

The number of clicks, registrations and purchases of New Customers shall be provided to the Customer by the Company based on the results produced by the Tracking System and reflected in the Account. The Parties shall agree to use the Tracking System as the most reliable source of information used to calculate the reward under the Referral Programme.

The remuneration for each New Customer action shall be reflected in the Account as well as the current total amount of remuneration due to the Customer under the Referral Programme.

All payments are made in Bitcoins or USDT to the Customer's cryptocurrency wallet in accordance with the wallet details provided by the Customer. If taxes or any other fees need

to be paid, the Company shall deduct them from the amount payable.

The Company reserves the right to withhold or reduce any payment to the Customer at any time in the event that the Customer breaches any material term of these TOS or the Company receives notice that the Customer has, in connection with the TOS, breached the terms or conditions of any other organization or any applicable law or regulation.

The Customer shall promote the System and distribute the referral link accurately and honestly, protect and preserve the reputation and image of the Company and the System, the Customer shall not distribute the link in a manner that may affect the reputation of the Company, use deceptive, misleading or unethical practices, make false or misleading statements about the Company, the System or the Referral Programme.

## **PROHIBITED USES**

By using System, You represent and warrant that the System shall be used by You and any Sub-Users only for lawful purposes and in accordance with these TOS.

You agree NOT to use the System:

- In any way that intentionally interfere with or damage operation of the System or anybody's use of the System, by any means, including distribution of cracking, warez, ROM, virus, adware, worms, trojan horses, malware, spyware or any other similar malicious activities and products or any other computer code, files or programs designed to interrupt, hijack, destroy, limit or adversely affect the functionality of any computer software, hardware, network or telecommunications equipment;
- In any way that intends to cause any network resource to be unavailable to its intended users, including, without limitation, via “Denial-of-Service (DoS)” or “Distributed

Denial-of-Service (DDoS)” attack;

- In any way that violates any applicable national or international law or regulation;
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise;
- For the purpose of sending spam advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation in violation of applicable laws;
- In any way that infringes upon the rights of others, including copyrights and other proprietary rights, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity that may harass, abuse, insult, harm, defame, slander, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; to submit false or misleading information;
- For the purpose to impersonate or attempt to impersonate Company, a Company’s employee, another user, or any other person or entity;
- For the purpose to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of System, or which, as determined by us, may harm or offend Company or users of System or expose them to liability;
- For the purpose to attempt to circumvent any use restrictions;
- Use any automatic technologies to access the System for any purpose.

## **REPRESENTATIONS AND WARRANTIES. DISCLAIMER**

The Customer represents and warrants that:

- If the Customer is a legal entity, the Customer's representative has all requisite corporate power and authority necessary to sign and deliver these TOS;
- If the Customer is an individual, the Customer has attained the minimum age required to enter into and properly perform its obligations under these TOS;
- Customer's execution, delivery and performance of these TOS do not and shall not violate any laws, including Executive Order No. 13224 and Section 3 of the USA Patriot Act (if the Customer is incorporated in the United States);

- All data and information provided to the Company is true, accurate and correct;
- Customer shall avoid any prohibited use set forth in these Terms and Conditions;
- Customers shall not (and will not authorize any third party to) generate automated or other fraudulent activity on New Customers or use any other unfair means for the purpose of increasing the total reward under the Referral Program.

The Company warrants that all Proxy Servers provided are whitelisted and operational, the remaining functionality of the System is provided “AS IS” or “AS AVAILABLE”, any warranties of the Company with respect to the System are limited to the warranties set forth herein and in the applicable System documentation, the foregoing warranties are expressly conditioned upon the System strictly conforming to the guidelines contained in such documentation.

The Company disclaims, to the fullest extent permitted by law, all other warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose. Company does not warrant that the System shall meet the Customer's requirements and shall be completely safe, reliable or error-free. Any Pricing Plans obtained are provided solely at your own risk.

The foregoing shall not affect any warranty which cannot be excluded or limited under applicable law.

## **LIABILITY**

In the event of failure to comply and/or improper fulfillment of the obligations under these Terms, the Parties shall be responsible in accordance with the provisions of these TOS and the applicable laws.

The Customer shall take full responsibility to get acknowledged with the current legislation of the Customer's residence, regulating the bitcoin payments and use of bitcoin wallet and any other cryptocurrency. The Company shall not be liable for any breach of the national laws by the Customer. The Customer shall repay to the Company the damages incurred as a result of any damages charged from the Company due to the Customer's violations of the applicable laws related to bitcoins or other cryptocurrencies regulation.

The Customer shall reimburse the Company's losses and pay compensations to the Company as well as indemnify the Company, his affiliates, cooperation partners and subcontractors against any claims or damages, costs or expenses (including expenses for legal support, penalties or forfeits) resulting from (a) violation by the Customer of these TOS; (b) violation of applicable laws and regulations.

As specified in clause 9 of these TOS, the System and any content and functionalities related to it are provided on the basis of "AS IS" or "AS AVAILABLE" principle without any directly or indirectly expressed guarantee. The Company disclaims all guarantees to the extent possible under applicable law. This means that the Company shall not bear liability for indirect damages caused to the Customer (e.g. loss of profit), as well as for the damages caused by the change of currency or rates or other investment risks.

The Company shall in no case be liable for any actions and omissions of third parties involved in the provision of services, including Payment Processors and Third-Party Applications. The Company shall not be liable for mistaken payments made under the Referral Program to the wrong cryptocurrency wallet or made as a refund or for any delay in making payment resulting from the Customer's mistake in the provided wallet details.

Notwithstanding any provision to the contrary herein, the liability of the Company to the Customer for any claim whatsoever related to these shall not exceed the sum of one Pricing Plan purchased by the Customer, during the period of validity of which the violation occurred.

## **INTELLECTUAL PROPERTY**

System, its content and functionalities are and shall remain the exclusive property of the Company. System is protected by copyright, trademark, and other laws of and foreign countries. Our properties may not be used in connection with any product or service without the prior written consent.

For avoidance of doubt, these TOS do not transfer any right, title or interest to System, Company's trademarks, Website or any other Company's intellectual property related to them (including the intellectual property rights to logos, brands, software, databases, news,

messages, texts, graphic, musical and other design). All of these shall remain the exclusive property of the Company.

## **PERSONAL DATA**

The Company proceeds personal data provided by the Customers for the provision of possibility to use the System, including Registration Data, IP addresses, parameters of the browser, and other data necessary for preventing unauthorized access to the account by third parties. All questions of data flow, processing, use and storage are reflected in the Privacy Policy which is available on the Website as a separate document.

Any User's activity using a Proxy is not logged, which means that we have no notion about the web pages visited by the Users or any actions on such webpages.

In certain cases, specified in the Privacy Policy, we are obligated to provide all information about the User available to us to the governmental authorities upon their official request.

## **THIRD-PARTY APPLICATIONS**

Third-Party Applications may include the Payment Processors services and any other services, information and links on which in any form are provided within the System. These applications are provided by external service providers that are not related to the Company. Any information on the Third-Party Applications and the links to websites/platforms are provided exclusively for the information purposes and in no case shall be regarded as recommendations to use such Third-Party Applications.

Any Third-Party Applications are the subject to respective agreements between Third-Party Applications and You and may not be regulated by these TOS. It is the Customer's sole responsibility to use such Third-Party Applications. In no case Company shall bear any liability for the losses of the Customers derived from the use of the Third-Party Applications.

Any fees due to Third-Party Applications shall be paid separately according to the terms of respective user agreements of such Third-Party Applications.

## **CONFIDENTIALITY**

Parties shall not disclose Confidential Information to any third party. The Company warrants and ensures confidentiality of the information on the Customer and operations executed by it. This information shall be used only to the extent necessary to achieve the purposes of these TOS.

If disclosure of Confidential Information is required according to the applicable law, such disclosure shall not be considered a violation of these TOS.

The Parties may disclose Confidential Information to the natural or legal person solely as necessary and limited to the purpose of execution of these TOS, provided that such natural or legal person shall abide by the same confidentiality provisions.

## **COMMUNICATION BETWEEN THE PARTIES**

At Registering or after the Customer shall be obliged to provide the Company with trustworthy information for communication with the Customer. The Customer shall be responsible for keeping the specified data updated at all times. Upon submitting to the Company the Customer's contact information, the Customer agrees to receive information via above-mentioned channels.

The Company shall not be responsible for Customer's failure to receive notice, if email is quarantined by his email security system (e.g., "junk" or "spam" folder) or if the Customer fails to update the email address. Notice shall be considered received twenty-four hours after it is sent if transmitted via email or mail. In the event that notice is provided via the interface of the System, then it shall be considered received twenty-four hours after it is first displayed.

The Customer may chat with the Company via the interface of System, send the email to the Company on the contact addresses provided in the System. Any answers sent to the Customer through the same channels as the Customers' question shall be considered valid and properly provided.

The answers are to be considered during the Company's business hours and answers shall be given within the reasonable time from the moment of message/email receipt, provided

that such message/email was sent from the Account/email registered in the System.

Any communication between the Customer and the Company and answers given/information sent to the Customer shall not constitute consultations, or advice, an offer or recommendation.

## **TERM AND TERMINATION**

These TOS shall be in effect for an indefinite period of time until terminated in accordance with the provisions stated below.

The Customer may delete the Account at his discretion at any time if the Customer does not have any unfulfilled obligations to the Company. Any obligations of the Parties created prior to the date of deletion of the Account shall retain until they are fully executed.

The Company shall have the right to limit or cancel the Customer's right to use the System and close the Account, as well as to terminate these TOS at any time without advance notice if it appears that:

- The Customer violates or has violated these TOS or any other Customer's obligations;
- The Customer has submitted to the Company data and/or information that is incorrect, misleading and/or inaccurate;
- The Customer behaves upon using the System in bad faith, without dignity, illegally or in contradiction with the moral standards recognized in the society and/or uses the System in the ways specified in clause 8 of these TOS;
- The Company has discovered a circumstance based on which there may be a suspicion that third not authorized parties have gained possession of the data and devices allowing logging into the Account and the Account could be used by an unauthorized person;
- The Customer does not accept a new version of TOS upon first logging into the System after the new version of TOS has been made available on in the System;
- The Customer, despite receiving the relevant request of the Company, does not submit documents or information that are necessary to perform the Company's due diligence obligations in accordance with the applicable law/requirements of third parties.

Upon TOS termination, the Customer shall immediately stop the distribution of referral links.

Notwithstanding any provisions to the contrary herein, termination shall not release the Parties of their respective obligations which by the terms hereof or in context are to survive termination (including confidentiality provisions).

## **DISPUTES RESOLUTION**

Any disputes between the Company and the Customer shall be subject to resolution by way of negotiations.

Any complaints shall be reviewed and answered by the Company within 15 (fifteen) working days. If the complaint cannot be replied to within the aforementioned time due to its complexity or the necessity to clarify additional circumstances, the Customer who filed the complaint will be notified of it as well as of the term during which the complaint shall be replied to.

If the Parties fail to reach an agreement, any court action between the Parties shall be resolved in the courts at the place of registration of the Company which has exclusive jurisdiction for resolving disputes arising under the TOS.

## **AMENDMENTS**

The Company has a right to unilaterally amend these TOS by publishing the updated text in the System. The Company may notify the Customer of the changes through the Account and/or System.

The Customer agrees to the changed TOS by continuing to use the System. The Customer undertakes at own risk to keep himself/herself updated with the TOS amendments, and do the following:

- To memorize/make a note of the date of last update provided in the TOS (e.g., to save a copy of the TOS, etc.) upon the initial registration of the Account and any time after the amendment;
- To visit on a regular basis the relevant page of the System Website and study the entire document of amended TOS in case of change in the update date.

In case the Customer does not agree to any of the amendments on the TOS, the Customer shall immediately terminate use of the System.

## **FINAL PROVISIONS**

The relations between the Company and the Customer shall be governed by the laws of France.

The Customer shall not transfer any rights or obligations under these TOS to any third party.

If any provision of these TOS is held to be invalid or unenforceable, such provision shall be excluded and the remaining provisions shall be enforceable. These TOS have been drafted in the English language and may be translated in other languages. Nonetheless, the English version of these TOS is the governing version and shall prevail whenever there is any discrepancy between the English version and any other version.

## **CONTACT US**

Should you have any feedback, comments, or queries pertaining to technical support, please do not hesitate to contact us at [support@asocks.com](mailto:support@asocks.com).