

Terms Of Service

These terms and conditions create a contract (the "Agreement") between you and Defence Browser. ("Defence Browser," "we," or "us"). PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING DEFENCE BROWSER'S PRIVACY POLICY (TOGETHER, THESE "TERMS"). If User does not agree to these terms and conditions, User should click the "Cancel" button or a similar button, or make no further use of the Services. If you are accepting this Agreement on behalf of User, you represent and warrant that: (i) you have the full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understood this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement.

1. INTRODUCTION TO OUR SERVICES

Defence Browser offers users cloud-based browser software services, and safe browsing solutions (collectively may be referred to as "Service", "Services", or "Apps."). This Agreement governs your use of Defence Browser's Services, through which you can buy, get, license, rent, or subscribe to Defence Browser's products.

To use our Services, you need compatible hardware, software (latest version recommended and sometimes required), and Internet access (fees may apply). Our Services' performance may be affected by these factors.

2. PRIVACY

We treat our User's privacy seriously and carefully. Your use of our Services is subject to Defence Browser's Privacy Policy.

3. RESTRICTIONS

3.1 Generally.

Subject to Section 4.2 (Third Party Components), Users will not, and will not allow others to do any of the following unless required by law, or unless Defence Browser

consents in writing: (i) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Services, or any component thereof; (ii) copy or make derivative works of the Services, attempt to extract the source code of the Services, or otherwise attempt to reduce the Services to human-perceivable form; (iii) use the Services for High-Risk Activities; (iv) transfer, sublicense, distribute, sell, lease or use for time-sharing or service bureau purposes the Services or any component of the Services; (v) violate, or encourage the violation of, the legal rights of others; and (vii) use the Services for any unlawful, invasive, infringing, defamatory, or fraudulent purposes.

3.2 Third-Party Components.

To the extent the Services includes components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent the Services includes components governed by open source licenses requiring the provision of corresponding source code for those components, Defence Browser hereby provides that source code consistent with those licenses. Defence Browser hereby provides the Third Party Component Notice.

3.3. Third-Party Materials.

Defence Browser provides Services that allow Users to use third-party content and services, export information, and show ads on some of our platforms. Third-party services are not under Defence Browser's control and therefore Defence Browser is not responsible or liable for third-party materials included within or linked from the Services.

4. INTELLECTUAL PROPERTY AND COPYRIGHTS

4.1 Intellectual Property Rights.

Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. You agree that the Services, including but not limited to Content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by Defence Browser and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. Intellectual Property Rights in and to the content accessed through the Services are the property of the applicable content owner and may be protected by applicable laws. As between the parties, Defence Browser (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Services.

4.2 Trademarks.

The Defence Browser name, the logo, and other Defence Browser trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Defence Browser in the U.S. and other countries throughout

the world. You are granted no right or license with respect to any of the aforesaid trademarks.

4.3 User Feedback.

If User provides Defence Browser with Feedback about the Services, then Defence Browser may use that information without obligation to User, and User hereby irrevocably assigns to Defence Browser all right, title, and interest in that Feedback.

Unless otherwise noted, Services and Content provided by Defence Browser.

5. SUBSCRIPTIONS

The Services and certain features may allow you to purchase access to features or Services on a subscription basis (“Subscription,” or “Subscriptions”). Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in the currencies provided on the Defence Browser and, except as expressly provided by applicable law, are non-refundable.

5.1 Price.

Defence Browser reserves the right to determine the pricing for the Service. Defence Browser will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. Defence Browser may change the price of any feature of the Service; if this occurs, Defence Browser will provide you advance notice of the changes before they apply. Defence Browser, at its sole discretion, may make promotional offers with different features and different pricing to any of Defence Browser’s customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

5.2 Payment and Taxes.

All payments due are in U.S. dollars unless otherwise indicated on the Order Form or invoice. User is responsible for any Taxes, and User will pay Defence Browser for the subscription licenses to the Services without any reduction for Taxes. If Defence Browser is obligated to collect or pay Taxes, the Taxes will be invoiced to User, unless User provides Defence Browser with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states the sales tax is due on the total purchase price at the time of sale and must be invoiced and remitted in the month of the sale. If User is required by law to withhold any Taxes from its payments to Defence Browser, User must provide Defence Browser with an official tax receipt or other appropriate documentation to support such withholding.

5.3 Authorization.

You authorize Defence Browser and its third-party payment processors to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Defence Browser, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, Defence Browser or its third-party payment processors may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. All the information on your credit card, debit card, or other payment methods provided in relation to the payment of our Services and Apps must be accurate, complete, and must match the information on your account.

5.4 Subscription Service.

The Service may include automatically recurring payments for periodic charges. If you activate a Subscription, you authorize Defence Browser or its third-party payment processors to periodically charge, on a going-forward basis, and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The “Subscription Billing Date” is the date when you purchase your first subscription to the Service. For information on the “Subscription Fee”, please see our pricing page. Your account will be charged automatically on the Subscription Billing Date all applicable fees and taxes for the next subscription period (e.g., monthly billing periods will be billed on the same day each month). The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. When your subscription to any Service ends, you will lose access to any functionality or feature of that Service that requires a subscription. Defence Browser or its third-party payment processor will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). If we cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not canceled the Subscription Service, you remain responsible for any uncollected amounts, and we will attempt to charge the payment method as you may update your payment method information. This may result in a change to the start of your next subscription period and may change the date on which you are billed for each period. We reserve the right to cancel your subscription if we are unable to successfully charge your payment method to renew your subscription.

You may cancel the subscription by following the instructions provided here:

iOS Users:

If you have subscribed from within the Defence Browser App (via App Store), you can only cancel your subscription from your iPhone settings as follows:

Settings > iTunes & App Store > View Apple ID > Subscriptions > Defence Browser > Cancel Subscription

Android Users:

If you have subscribed from within the Defence Browser App (via Google Play Store), you can only cancel your subscription from your phone settings as follows:

Play Store > Menu > Subscriptions > Cancel Subscription

5.5 Invoice Disputes.

Any invoiced disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Defence Browser, Defence Browser will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Defence Browser will apply the credit memo amount to the disputed invoice and the User will be responsible for paying the resulting net balance due on that invoice.

5.6 Delinquent Payments and Terms.

Delinquent payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. User will be responsible for all reasonable expenses (including attorneys' fees) incurred by Defence Browser in collecting such delinquent amounts, except where such delinquent amounts are due to Defence Browser's billing inaccuracies. Defence Browser may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

5.7 Free Trial and No Refund Policy.

Certain Subscriptions may offer a free trial prior to charging your payment method. If you decide to unsubscribe from a Subscription before we start charging your payment method, cancel the subscription at least 24 hours before the free trial ends. If you start a free trial to a Subscription and cancel before it ends, you cannot reactivate the free trial. However, we do not issue refunds for cancellation and/or in the event that Defence Browser suspends or terminates your account. If the purchase or subscription of the Service is made via Google Play or the Apple Store, you agree that your purchases are bound by the [Google Play Terms of Service](#) and [Apple Media Services Terms and Conditions](#). Your cancellation of subscription or refund can be only managed on the aforementioned platforms.

6. COMMUNICATIONS

You may receive promotional content from Defence Browser or third-party entities while using our products.

6.1 Push Notifications.

When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.

6.2 Email.

We may send you emails concerning our products and services, as well as those of third parties. You agree to receive such notifications through the e-mail address that you have provided in your account. You may opt-out of promotional emails by following the unsubscribe instructions in the promotional email itself.

7. TERMINATION AND SUSPENSION OF SERVICES

If you fail, or Defence Browser suspects that you have failed, to comply with any of the provisions of this Agreement, Defence Browser may, without notice to you: (i) terminate this Agreement, and including the date of termination; and/or (ii) terminate your license to the software; and/or (iii) preclude your access to the Services.

Defence Browser further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you, and Defence Browser will not be liable to you or to any third party should it exercise such rights.

8. CONFIDENTIALITY

The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents, or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and that they keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

9. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

DEFENCE BROWSER DOES NOT GUARANTEE, REPRESENT, OR WARRANT AND MAKES NO REPRESENTATIONS (I) THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, (II) ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES, AND (III) THAT THE SERVICES ARE DESIGNED OR INTENDED FOR HIGH-RISK ACTIVITIES. YOU AGREE THAT FROM TIME TO TIME DEFENCE BROWSER MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME, CANCEL THE

SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE SERVICES WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, OR ACTIVITY IN CONNECTION WITH THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY DEFENCE BROWSER) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL DEFENCE BROWSER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND/OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY INJURY, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES, OR JURISDICTIONS, DEFENCE BROWSER'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

DEFENCE BROWSER SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE DEFENCE BROWSER FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

DEFENCE BROWSER DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE DEFENCE BROWSER FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE SERVICES.

DEFENCE BROWSER IS NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICES.

10. WAIVER AND INDEMNITY

BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD DEFENCE BROWSER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICES, OR ANY ACTION TAKEN BY DEFENCE BROWSER AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM DEFENCE BROWSER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF DEFENCE BROWSER'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

11. STATUTORY EXCEPTIONS FOR PUBLIC INSTITUTIONS

If you are a qualified public educational or government institution and any part of this Agreement, such as, by way of example, all or part of the indemnification section, is invalid or unenforceable against you because of applicable local, national, state, or federal law, then that portion shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law.

12. GOVERNING LAW

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and Defence Browser, and all Transactions on the Services shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and Defence Browser agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

13. OTHER PROVISIONS

This Agreement constitutes the entire agreement between you and Defence Browser and governs your use of the Services, superseding any prior agreements with respect to the same subject matter between you and Defence Browser. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, third-party software, or additional services. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Defence Browser's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. Defence Browser will not be responsible for failures to fulfill any obligations due to causes beyond its control.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services. Your use of the Services may also be subject to other laws. Risk of loss for all electronically delivered Transactions pass to the acquirer upon electronic transmission to the recipient. No Defence Browser employee or agent has the authority to vary this Agreement.

You hereby grant Defence Browser the right to take steps Defence Browser believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Defence Browser has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as Defence Browser believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Defence Browser's right to cooperate with any legal process relating to your use of the Services and/or Content, and/or a third-party claim that your use of the Services and/or Content is unlawful and/or infringes such third party's rights).

Children under the age of majority should review this Agreement with their parent or guardian to ensure that the child and parent or legal guardian understand it.

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Agreement, and the terms at any URL. If Defence Browser provides this Agreement in more than one language for the country of your billing address, and there is a discrepancy between the English text and the translated text, the English text will govern.

The following Sections will survive expiration or termination of this Agreement: 4, 7, 8, 9, and 10.

14. CONTRACT CHANGES

Defence Browser reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

15. NOTICE REGARDING APPLE AND GOOGLE

This section only applies to the extent you are using our mobile application on an iOS or Android device. You acknowledge that these Terms are between you and Defence Browser only, not with Apple Inc. or Google LLC. (collectively, the "App Store Service Provider"), and the App Store Service Provider is not responsible for the Service or the content thereof. App Store Service Provider has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify the App Store Service Provider and App Store Service Provider will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, App Store Service Provider has no other warranty obligation with respect to the Service. App Store Service Provider is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. App Store Service Provider is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. App Store Service Provider and App Store Service Provider's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, App Store Service Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.