

Terms of Service

Effective From: February 5, 2023

1. Overview

The following of Terms of Service Agreement ("Agreement") regulate your interaction and the utilization of GAGARIN VPN and associated offerings ("Offerings"), provided by LAVURO TESH SOLUTIONS, TOO. ("GAGARIN VPN," "we," "our"). By engaging with or utilizing the Offerings, you, or the entity you duly represent ("you"), accept this Agreement in full. It's imperative to review this Agreement thoroughly prior to accessing the Portal or the Offerings, as it constitutes a legally binding contract between you and GAGARIN VPN. Our Privacy Notice is an integral part of this Agreement and adheres to its terms. Should you disagree with any part of the Terms of Service Agreement, you must refrain from accessing or using the Portal and our Offerings. Your access or use of the Portal and Offerings signifies your consent to be bound by this Agreement.

1.1 Offerings

GAGARIN VPN offers a virtual private network ("VPN") service, encompassing the deployment of servers, transport mechanisms, routers, IP addresses, and other technologies and protocols for data transmission over our network ("System"). Your use of the Offerings is subject to adherence to this Agreement.

1.2 Eligibility

You confirm being of legal age, over eighteen (18) years, or representing a legally recognized entity, with full capacity to commit to this Agreement's terms, conditions, and affirmations, and to comply with this Agreement. Individuals under eighteen (18) years are strictly prohibited from providing their personal data to us or accessing the Portal and Offerings requiring registration.

1.3 Account Creation

To use our Offerings, you need to create an account by submitting specific information (e.g., email address, payment information) ("Account"). Ensure that the information you provide is accurate, truthful, and updated. The transfer of GAGARIN VPN Accounts is not permitted.

1.4 Modifications

We may modify, add, or remove portions of this Agreement at any time without direct notification, other than by posting the revised version on the Portal. Changes become effective immediately upon posting. Regularly review this Agreement for updates. Substantial changes will be communicated through reasonable means. Continued use of the Portal or Offerings after changes indicates acceptance of the new terms. Discontinue use if you do not accept the revised Agreement.

2. Personal Data

2.1 Accuracy

By registering for our Offerings, you warrant the truthfulness, accuracy, and completeness of the information provided to us and agree to promptly update any changes.

2.2 Privacy

You consent to our use of your information as outlined in the GAGARIN VPN Privacy Notice.

3. Data Policy

3.1 GAGARIN VPN commits to a strict no-logs policy, ensuring no identifiable internet activity is stored, monitored, recorded, or shared with third parties while connected to our VPN.

4. Financial Terms

4.1 You agree to compensate us for any Offerings you purchase, including all associated charges, taxes, and fees. Failure to pay may result in suspension or cancellation of Offerings, leading to potential loss of access to your Account and its contents.

4.2 Subscription services are billed per selected service period. Automatic renewal occurs at each period's end, charged to your chosen payment method unless you cancel beforehand. Prices are subject to change, with prior notification provided.

4.3 Transactions may involve third-party payment processors. Refer to our Privacy Notice for details on how these entities process your data.

4.4 We reserve the right to verify payments and update payment details through card brands or payment processors.

4.5 Free trial eligibility is determined by us and can be withdrawn or limited at any time. Charges apply post-trial unless cancelled. Free trials through third parties must be cancelled through them.

4.6 Cancellation of a paid subscription can be done through our customer support. Refunds for unused service periods are not provided, except as stated in our refund policy.

4.7 Responsibility for additional charges, including foreign transaction fees or taxes, lies with you. We may apply and disclose taxes and fees as required.

5. Refund Policy

5.1 Direct service sign-ups may be cancelled for a refund within specific periods post-purchase, depending on the plan. Refunds are not available for subsequent cancellations or renewals.

5.3 Violations of this Agreement negate refund eligibility. Refunded users lose access to paid Offerings.

6. Software License

6.1 Access to our Offerings may require software download and installation. The "Software" refers to any applications or technologies provided for Offerings use.

6.2 We grant a revocable, non-exclusive, non-transferable license to use the Software on devices you own or control, subject to this Agreement.

6.3 Apple/Google-specific terms apply to Software obtained from the Apple/Google App Store. Rights are limited to Apple/Google-branded devices and subject to Apple/Google's usage rules.

6.4 All rights, title, and interest in the Offerings, Software, and Portal remain with us or our licensors. Trademarks, including "GAGARIN VPN," are protected.

6.5 Feedback on our Offerings, Software, or Portal grants us a perpetual, worldwide license to use without compensation.

7. Acceptable Use

7.1 Your use of our Offerings must comply with all applicable laws and regulations. Prohibited actions include, but are not limited to, illegal, fraudulent, or harmful activities, unauthorized system access, distributing malware, and imposing unreasonable loads on our infrastructure.

7.2 Actions that jeopardize our rights or the Services' integrity are forbidden. Restrictions apply to reproducing, modifying, or distributing the Offerings, Software, or Portal without permission.

7.3 We employ measures to prevent abuse and may suspend or terminate accounts violating laws or this Agreement.

8. Copyright Infringement

8.1 Accounts of users infringing copyrights may be terminated. We do not permit the unauthorized distribution of copyrighted material through our System.

9. Service Suspension or Termination

9.1 We reserve the right to restrict or terminate your access to the Offerings or Software without notice for any reason.

9.2 Termination may result from payment issues, breaches of this Agreement, legal requirements, or endangerment to us or third parties.

9.3 Prior notice will be given when feasible. Certain circumstances may prevent advance notification.

9.4 Suspended or terminated users lose access to the Offerings and must cease all Software use.

10. Security

You are responsible for all activities under your Account and must safeguard its confidentiality. Notify us immediately of any unauthorized use or security breaches.

11. Age Restrictions

Users must be at least 18 years old. We comply with COPPA and do not knowingly collect data from children under 13.

12. Platform-Specific Terms

12.1 Apple App Store/ Google Play downloads and Apple/Google device usage are subject to additional notices regarding Apple/Google's role and responsibilities.

12.2 Downloads from other platforms are governed by their terms. We are the licensor of the Software and provider of the Offerings.

13. Disclaimers

13.1 We are not liable for third-party content or services accessed through the Offerings. Accuracy, legality, and safety of external content are not guaranteed.

13.2 The Offerings and Portal are provided "as is" without warranties of any kind. We do not guarantee uninterrupted or error-free access.

14. Third-Party Offerings

14.1 Bundled Subscriptions may include third-party services. Terms of use from third parties apply in addition to this Agreement.

14.2 Canceling a Bundled Subscription requires separate actions for each service. Follow specific cancellation guidelines to avoid unintended charges.

15. Limitation of Liability

We are not liable for indirect, incidental, or consequential damages arising from the use of our Offerings. The total liability is limited to the amount paid to us in the 12 months preceding the claim.

16. Indemnification

You agree to indemnify us against claims arising from your use of the Offerings, violation of this Agreement, or infringement of third-party rights.

17. General Provisions

This Agreement, including referenced policies, constitutes the entire agreement regarding the Offerings and Portal use.

17.1 Amendments and jurisdiction are governed by the laws of Delaware, subject to consumer protections in your country of residence.

17.2 No class actions are permitted. Disputes are resolved individually.

17.3 We may modify or discontinue Offerings without notice. Prepaid fees for discontinued subscriptions may be refunded.

17.4 Severability, assignment, and waiver provisions apply. Third-party components are acknowledged.

17.5 You are responsible for data charges and linking to our Portal. Communication preferences and internet connection responsibilities are specified.

17.6 Compliance with export controls and sanctions laws is required.

17.7 The English language version of this Agreement prevails. Force majeure events may affect our performance.

18. Abuse Reports

Reports of abuse or copyright complaints should be directed to our designated contact. We rely on third-party notifications for investigations.