

Proxy Offer

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Links to the latest revisions of the documents:

User Agreement: https://proxy.sms-activate.org/storage/documents/user-agreement_en.pdf

Confidentiality and Cookies Policy: https://proxy.sms-activate.org/storage/documents/privacy-policy_en.pdf

Proxy Offer: https://proxy.sms-activate.org/storage/documents/proxy-offer_en.pdf

Under the Offer, the Company invites any person who meets the requirements for a User to accept the Offer. Should the User accept the Offer, the parties should be deemed as concluded a Contract on the following terms:

1. Parties

- (1) **Company:** ACTOFORK FZCO, a private company incorporated under the laws of the United Arab Emirates, addressed at Office 2405, Binary Tower, Business Bay, Dubai, United Arab Emirates; and
- (2) **User:** an individual who meets the requirements for a User and accepts the Offer as provided in the Contract.

2. Terms and Definitions

Since the Offer is an integral part of the Agreement, Terms not referred to in this section shall be construed according to the Agreement unless the Offer expands upon the meaning of the term.

- 2.1. “**Contract**” means a contract between the Parties entered into due to the User's acceptance of the Offer. The Contract's provisions are determined according to the terms and conditions of the Offer.
- 2.2. “**Offer**” means present Proxy Offer.
- 2.3. “**Software**” means software whose functionality, among other things, allows the Proxy Receipt for the Users. Access to the Software is provided through the online interfaces of the Website. Proxy Receipt is subject to the terms and conditions governed by this Offer.
- 2.4. “**Proxy**” means an Internet Protocol proxy address (proxy IP address) which is an intermediate server between (1) the Internet user and (2) the servers from which information is requested and which is generated by third-party equipment. Proxy retrieval is enabled through the Software.
- 2.5. “**Proxy Receipt**” means obtaining end-user access to the Internet using Proxies generated through third-party equipment, which the Software ensures.
- 2.6. “**Agreement**” means the User Agreement, referred to in the preamble.

3. Offer Subject

The Company enables Users to enter into a Contract whereby the User is allowed to order the service of Proxy Receipt from the Company, for which the User pays a fee to the Company. The service is provided through the Software for which the User is granted a license, as set out in the Offer.

4. License Offer

The right to use the Software (License) is granted under the following terms:

(a) Specific use.

Use of the Software is permitted only through the online interfaces of the Website and for Proxy Receipt; and

(b) Use on a remuneration basis.

The license fee is indicated by the Company in the Account and depends on the following parameters: (1) For Mobile Proxies - Country, Connection Type, Authorisation Method, Session Time, Rotation (2) For Server Proxies - Country, Session Time; and

(c) Limited period of License.

The License period is selected by the User from the parameters set by the Company but may not be less than one hour; and

(d) Limited territory.

The License is granted throughout the world where the User may access the Website and where the use of the Website, in whole or in any part, is not prohibited by the laws of the User's country and the country where the Website is being used; and

(e) Without the right to sub-license; and

(f) Non-Exclusive License.

5. Offer Acceptance

5.1. The Offer shall be deemed to be accepted by the User at the moment of its acceptance. The Offer shall be deemed accepted once the User has successfully completed the Registration and, with regard to the use of the Proxy, once the License fee has been debited from the Account's balance.

5.2. The License fee is deducted from the balance of the Account as follows:

- (1) The User tops up the Account balance as indicated in the Agreement;
- (2) The User configures the License settings by clicking "Buy Proxy";
- (3) To obtain a proxy on the license terms specified by the Company, the User should click on the "Buy" button
- (4) Once the User clicks the "Buy" button, the License fee is deducted from the Account's balance.

6. Application Programming Interface (API)

Use of the Software via an Account is permitted using an Application Programming Interface (API) with compatible User software. For this purpose, generating an API key via the Account settings is necessary.

7. User's Guarantees

By using the Software, the User warrants to the Company the following:

(a) The legality of Proxy use:

Upon Proxy Receipt, the User warrants to refrain from using the Proxy in contravention of the law.

(b) Prohibition of Proxy transfers

Users are forbidden to transfer the Proxy to any third party. Any use of the Proxy is regarded as use by the User.

(c) Compliance with license conditions:

The Users warrant that they will not use the Proxy in breach of the terms and conditions of the License, as set out in the Offer.

(d) Compliance with the Offer terms:

Users warrant that they have read, understood, and undertake to comply with the Offer throughout their use of the Software.

(e) Guarantees are given under the Agreement:

Because the User can only use the Software via an Account, in addition to those set out in the Offer, the User provides the Company with all the warranties in the Agreement.

8. Rules for the Proxy Use:

8.1. Upon Proxy Receipt, the User is obliged to the following:

- (1) Never use the Proxy to send threats, insults, or other messages that are restricted or prohibited by law or contrary to the general principles of morality and ethics;
- (2) Never use the Proxy to breach or attempt to breach the security of the Internet, Internet users (including but not limited to committing or trying to commit the following: (i) obtaining unauthorized access to third party data of which the User is not the original recipient, (ii) using illegally obtained data to access third-party servers for authorization purposes; including using technologies such as port scanning, ping flooding, packet spoofing, spoofing information about (i.e. performing actions that do not allow/difficult to determine the actual IP address of the User/end-user of the Proxy));
- (3) Never use the Proxy to obtain/try to get unauthorized access to third-party resources (sites, accounts, pages, etc.) and/or use them;
- (4) Never use a Proxy to commit, participate in, and/or facilitate any illegal activities and/or violations of law;
- (5) Where the User uses the Proxy to enable third parties to receive Services, the User undertakes to impose on the end user of the Proxy no lesser obligations and warranties than those provided for in this Agreement if the Company has revised this Agreement, then to the extent outlined in a such new wording.

- 8.2. The above list of restrictions is not exclusive. The Company reserves the right to independently determine in individual cases whether the use of the Proxy is lawful or in violation of the terms of the Offer. At the same time, if a violation is detected, the Company has the right to temporarily or entirely restrict the User's access to the Account and perform other actions specified in the Offer and/or those which the Company deems necessary.
- 8.3. If requested by governmental or law enforcement authorities, the Company is entitled to disclose all information about the use of a Proxy and about the User using the Proxy to such authorities, including personal names, email, IP address, search history, etc.
- 8.4. Based on the results of the examination carried out following clause 8.3, the Company reserves the right to investigate all violations of this Offer, threats, and unauthorized use of the Proxy and will act in the manner it deems appropriate. In some instances (for example, if and when relevant information is available), such investigation may be conducted at the Company's initiative, including, but not limited to, reporting suspected illegal activity to competent law enforcement authorities or other authorized third parties as a result of the investigation.
- 8.5. Suppose User violates the terms of the Offer and/or any laws applicable to User in connection with the Proxy. In that case, the Company has the right to take all necessary measures, including, but not limited to, deletion of the Account.

9. Services Delivery and Acceptance

The service enabling access to the Software is rendered in full from the moment the User is allowed to use the Proxy under the License terms and conditions chosen by the User.

10. The "AS IS" Condition:

EXCEPT AS STATED IN THE OFFER, THE SOFTWARE IS PROVIDED BY THE COMPANY ON AN "AS-IS" BASIS, AND THE USER'S USE OF THE SOFTWARE IS AT THE USER'S OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES ARISING OUT OF THE USE OF THE SOFTWARE. AT THE SAME TIME, THE COMPANY WILL USE ITS BEST EFFORTS TO ENSURE THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION. HOWEVER, THE

COMPANY MAY ENSURE THAT THE USER'S SATISFIED WITH THE SOFTWARE; THAT THE SOFTWARE WILL MEET THE USER'S REQUIREMENTS; THAT THE SOFTWARE WILL BE UNINTERRUPTED AND FREE FROM ERRORS, FAILURE, CORRUPTION OR LOSS OF DATA, CORRUPTION, HACKING ATTEMPTS, OR VIRUSES, OR THAT THE SOFTWARE WILL WORK WITH OR BE COMPATIBLE WITH ANY OTHER PROGRAMS, AS, AMONG OTHER THINGS, THE SOFTWARE COULD BE COMPROMISED BY THIRD PARTIES THROUGH HACKING OR OTHER UNAUTHORIZED ACCESS TO THE SOFTWARE. HOWEVER, THE COMPANY WILL TAKE REASONABLE STEPS TO MINIMIZE SUCH RISKS.

11. Intellectual Property

Exclusive rights to the Software and any content belong to the copyright holders, and all rights to these items are reserved. The User may not do anything with the Software other than what is stated in the Offer.

12. Offer and Contract Term

The Offer shall be deemed to be addressed to Users as long as the Offer is posted on the Website. A Contract entered into upon acceptance of the Offer is effective from the date of acceptance of the Offer by the User until the Account is deleted.

13. Offer and Contract Amendment

- 13.1. The Company hereby reserves the right, at its sole discretion, to change the provisions of this Offer at any time by posting the amended Offer on the Website.
- 13.2. The User undertakes to follow updates of the Offer at its own risk and to do the following: (i) remember/record the date of the last update provided for in the Offer (e.g., save a copy of the Offer, etc.), (ii) regularly visit the relevant page of the Website and study the Offer if the date of the last update has changed.
- 13.3. If the User does not agree with any amendment to the Offer, the User must immediately stop using the Proxy and the Software.
- 13.4. Where the Parties already have the Contract concluded on the terms and conditions of the Offer, amendments to the Offer shall be deemed to be amendments to the Contract and shall be binding on the Parties.

14. Contract Termination

- 14.1. The Contract is terminated:
 - (a) Upon deletion of Account,
 - (b) Upon restriction of access to the Proxy and/or Account, if the User breaches the terms of the Contract.
- 14.2. The User is aware and agrees that all Proxy Receipt information, as well as any related information (e.g., about its activities on the Website), is stored by the Company even after the termination of the Contract. Such information is stored for the period prescribed by law and/or necessary for the Company to protect its interests and the interests of third parties.

15. Assignment of the Agreement

- 15.1. User is restricted and may not transfer and assign its rights or obligations under the agreement entered upon the Offer's acceptance without the Company's prior written consent. At the same time, using a Proxy to enable third parties to receive Services is not an assignment of rights under the agreement but a type of use of the Proxy.

- 15.2. The Company is not limited to and may transfer and assign its rights and/or obligations under the Contract at any time without prior User's consent, including in the context of a merger, acquisition, or restructuring of the Company.
- 15.3. For the benefit of the parties, the Contract shall be binding upon their successors.

16. Applicable Law

- 16.1. All disputes between the parties under this Offer and Contract shall be settled by correspondence and negotiation using the mandatory pre-trial (claim) procedure. Suppose the parties cannot reach an agreement through negotiations within sixty (60) calendar days of receipt by the other party of a written claim. In that case, each party can submit the dispute to the court at the location of the Company.
- 16.2. This Offer is governed by and construed under the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates (UAE) applicable in the Emirate of Dubai. Any dispute or claim arising out of or in connection with the Website is governed by and construed under UAE laws.
- 16.3. THE USER AND THE COMPANY AGREE THAT EACH PARTY MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY INDIVIDUALLY. NONE OF THE PARTIES CAN RAISE CLASS ACTION CLAIMS. The Court should not accept class action claims under this Offer and Contract. The court may grant declaratory or injunctive relief only in favor of a person and only to the extent necessary to give the relief justified by that person's claim.

17. General Provisions

- 17.1. In all other respects, the Parties shall be guided by the terms of the Agreement.
- 17.2. The invalidity or unenforceability of any provision of the Offer shall not affect the validity or enforceability of the other provisions of the Offer.
- 17.3. Except as provided in the Offer, a failure to exercise a right or enforce an obligation under the Offer shall not affect a party's ability to exercise such right or enforce such obligation at any subsequent time, nor shall a waiver of a breach constitute a waiver of any subsequent breach.

18. Contacts

The User can contact the Company at following email address: