



Terms & Conditions

hVPN

Last update: **October 27, 2022**

Please read these Terms & Conditions (“**Terms**”) carefully prior to accessing or using our application available on [App Store](#) and [Google Play](#) (the “**Application**”). These Terms contain important information about your legal rights and obligations.

Note, by accessing or using the Application, you represent and warrant that you have read, understand, have the legal capacity to and hereby agree to be legally bound by and to comply with these Terms in full. If you do not agree with these Terms, please, do not continue to use the Application.

The Application is operated and owned by Hacken OÜ (reg. No. 14351915), registered at Kai tn 1-5M, Tallinn city, Harju county, 10111, Estonia (which we may refer to as “**Company**”, “**we**,” “**us**,” or “**our**”).

Our collection and use of personal data in connection with your access to and use of the Application is described in our [Privacy Notice](#).

If you have any questions or comments about these Terms or the Application, please [contact us](#) .

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Entire agreement and admissibility

These Terms and any policies, including our [Privacy Notice](#) and any operating rules posted on the Application, constitute the entire legally binding agreement and understanding between you (“**you**” or “**user**”) and the Company, governing your use of the Application, virtual private network communications services, related services, and features rendered by the Company through the Application (“**Agreement**”). Our [Privacy Notice](#) and other policies applicable to your use of the Application are incorporated by reference into this Agreement.

When you use the Application you hereby declare and warrant that:

- according to your local jurisdiction, you are of legal age and eligible to enter into the Agreement;
- according to your local jurisdiction, you have no restriction to use the Application;
- you comply with these Terms and all applicable laws and regulations.

If any material in the Application or your use of the Application is contrary to the laws of the place where you are when you access it, the Application is not intended for you, and we ask you not to use it. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

Account

Account Registration and Use

In order to use the full range of features of the Application, you must create a personalised account (“**Account**”) by providing your email and creating a password. In case you are a member of Hacken Club your email address must be verified.

You cannot share your Account with others. You are responsible for maintaining the confidentiality of your login credentials and for all actions taken through your Account.

You are responsible for complying with all applicable laws, regulations and rules when using the Application and Account.

Problems with Account

If you know or for any reason suspect that someone has gained access to your Account, or that your login information has been lost, stolen, misappropriated, or otherwise hacked, please [notify us](#) immediately.



Delete Account

You can delete your Account at any time by clicking “Delete my account” in the Account settings. Please read the consequences of such deletion in the section “[Termination](#)”.

Services

VPN service provided through the Application secures the private network, using encryption and other security mechanisms to ensure that only authorised users can access it and that the data cannot be intercepted. This type of network is designed to provide a secure, encrypted tunnel to transmit the data between the remote user and the network.

Please note that the VPN service is facilitated through third-party services. The Company is not responsible for the availability, performance or reliability of the VPN and does not guarantee that the VPN is totally secure. You are responsible for referring to your local laws as to the legitimacy of VPN use within your jurisdiction.

It is NOT a service for the commission of criminal acts. It is an anonymity and privacy service.

We do not log any user activity (sites visited, DNS lookups, emails, etc.) We only log access attempts to our servers (for security and troubleshooting). We do not get involved in any form of censorship. We do not cooperate with any requests for information unless we are ordered by a court of competent jurisdiction. We will protect you to the max and our system is set up to automatically do so.

The Application does not put any cap on bandwidth or data usage per user however the use of the Application is subjected to fair usage. Creating automated or manual VPN sessions in a manner that would impersonate a bot or exerting excessive load on the network that may disturb other users on the network or utilising substantially excessive bandwidth that exceeds the average user bandwidth usage for an extended duration or the likes, all are considered as unfair usage of the network.

Subscription fee

Your use of the Application may be subject to the Subscription fee payable in accordance with the rate indicated on the Application at the time of purchase of the selected Subscription plan.

The Subscription fee is charged on a monthly, yearly or bi-yearly basis, depending on the selected Subscription plan. **All subscriptions automatically renew unless cancelled 24 hours prior to the end of the current Subscription period.**

All prices include applicable local sales taxes.

Payment will be charged through your App Store or Google Play account upon confirmation of the purchase. Please note, if your local currency is different from the currency in which the prices are



quoted, your bank will apply the exchange rate applicable per the date of purchase, which is beyond our control.

If you are a member of Hacken Club and your email is verified, you may be exempt from Subscription fees in the Application.

You hereby acknowledge and agree that we may at any time modify the set of features available in our Subscription plans, as well as periodically review the prices and payment terms.

Cashback

The payment for the Subscription fee may be returned to you in the form of "**Cashback**".

Cashback refers to the Company's accrual of bonuses to your Account due to your Subscription fee payment. To access the status of your bonus account and benefit from collected bonuses, you need to log in to the same Account in the HackenAI application.

Please [contact us](#) for details on the way of using your bonuses.

Free Trial

Your access to the Application may start with a Free Trial, which lasts for 5 days.

If the period of the Free Trial has expired, your Subscription will be automatically renewed unless previously cancelled within the App Store Apple ID Settings or Google Play Account "Payments & Subscriptions" section.

Refunds

All fees paid or accrued in connection with the use of the Application are non-refundable. The Company will not prorate any fees paid for a subscription that is terminated before the end of its term.

If you forget to cancel your subscription before the renewal date, please [contact us](#) within 3 days after the renewal date to discuss a refund.

Prohibited Use

- Hacking, cracking, distribution of viruses, fraudulent activities, network sabotage, phishing, and/or any conduct deemed illegal or unwanted shall be subject to suspension or termination. Users are responsible for the proper secure configuration of their services and for any damages caused by their neglect or exposure of vulnerabilities whether intentional or unintentional.



Any attempt to do so is considered a violation of these Terms and the rights of the Company. If you violate any of these restrictions, your use of the Application will be reviewed and terminated, and you may be subject to legal actions and damages.

Content and intellectual property rights

The Application is owned and controlled by Company. Unless otherwise agreed in writing, all materials in the Application, including text, graphics, software, information, images, designs, trademarks, logos, photographs, video, sounds, music, and any other materials and the intellectual property rights in such materials (collectively, the “**Content**”) belong to Company or is included in the Application with the consent of the owner.

If you comply with these Terms, we grant you a limited, worldwide, non-exclusive, revocable licence, without the right to sublicense and transfer, for the period of your use of the Application, to access and use the Application for your personal, non-commercial use, and business purposes under these Terms.

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You are not allowed to use the Content or any of its elements in any way not provided for in these Terms without the prior written permission of the Company or owners of the Content.

You must not:

- reproduce, publish, distribute, modify, create, or otherwise use the Content we own for commercial or illegal purposes without our prior written consent;
- sell, lease, rent, licence, sublicense or otherwise distribute the Content we own;
- copy, decompile, disassemble, translate or reverse engineer the Content we own, in whole or in part;
- write or develop any derivative software, make an attempt to derive the source code of, modify, or create derivative works of the Content we own, and its updates;
- provide, disclose, divulge or make available to, or permit the use of the Content we own by any third party without our prior written consent;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure we implement or any of our providers or any other third party (including another user) to protect the Content we own.

It is understood and agreed that Company is the owner of all rights, titles, and interests in and to the original, and any copies of the Application and related information, improvements, enhancements or derivatives thereto and ownership of all intellectual property rights pertaining thereto, in whole or in part, shall be, vest with, and remain the exclusive property of Company.



Through your downloading, installing, or use of the Application, you do not acquire any ownership rights to the software. You agree not to change or delete any ownership notices from materials downloaded or printed from the Application.

You are also advised that we are determined to enforce our intellectual property rights to the fullest extent of the law, including through civil remedies and criminal prosecution.

Third-party services and websites

The Application may contain links to other websites governed by third parties, as well as some features of the Application may be made available or accessed in connection with third-party services or content that Company does not control.

We are not responsible for the content and services offered through those or any other websites, as well as for any losses, damages or other liabilities incurred as a result of your use of any third-party websites or services.

You acknowledge that other terms of use and privacy policies may apply to your use of such third-party websites, services and content.

Warranties and disclaimers

The services and content provided through the Application are provided “as is” and “as available”. To the fullest extent permitted by law, Company explicitly disclaims all warranties, express or implied, regarding the Application, content and any services you may obtain or access through the Application, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.

Actual service coverage, speeds, locations, and quality may vary. The Application will attempt to be available at all times except for limited periods for maintenance and repair. However, the Application may be subject to unavailability for a variety of factors beyond our control including emergencies, third-party service failures, transmission, equipment or network problems or limitations, interference, and signal strength, and may be interrupted, refused, limited, or curtailed.

We are not responsible for data, messages, or pages lost, not delivered, delayed, or misdirected because of interruptions or performance issues with the Application or communications services or networks (e.g., T-1 lines or the Internet).

We may impose usage or service limits, suspend the Application, or block certain kinds of usage in our sole discretion to protect users or the Application. Actual network speed will vary based on configuration, compression, network congestion, and other factors. The accuracy and timeliness of data received are not guaranteed; delays or omissions may occur.

The Company does not guarantee that the Application will be uninterrupted or error-free, that any defects will be corrected, or that the Application is free of viruses or anything else harmful.



We are not making any promises of any kind, including about the accuracy, adequacy, usefulness, reliability, legality or otherwise of the Application and the services.

Limitation of liability

In no event shall Company, its directors, members, employees, contractors, business partners or agents be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data or property damage related to, in connection with, or otherwise resulting from your use or inability to use the Application, any transaction made through the Application, including, without limitation, any damages caused by or resulting from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, even if Company has been advised of the possibility of such damages.

We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

The foregoing limitations of liability do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions.

If any part of the warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the amount of the Subscription fees paid by you to Company in the past 12 months.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees, contractors, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:

- any breach by you of any of these Terms,
- your use/misuse of materials, content or features available on or obtained through the Application or
- a violation by you of applicable law, our or third party's intellectual property or other rights, or any agreement or terms with a third party to which you are subject.

You also agree to reimburse Company for any damage, loss, cost or expense Company incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred



in connection with the defence or settlement of the foregoing) because of your use of the Application for any unlawful or prohibited purpose.

The Company reserves the right to handle its legal defence however it sees fit, including instances when you are indemnifying us. Therefore, you agree to cooperate with us so we execute our strategy.

Applicable law and dispute resolution

Except as otherwise set forth in these Terms or any policies, these Terms shall be exclusively governed by and construed in accordance with the laws of Estonia.

Any dispute, conflict, claim or controversy directly or indirectly arising out of or in connection with the Application or these Terms, including, those relating to its validity, its construction or its enforceability shall be resolved by means of amicable negotiations directly with Company team in accordance with the principles of good faith and cooperation.

If the consensus may not be reached by the negotiations, the dispute shall be settled exclusively in the state courts of Estonia, subject to its jurisdiction rules, with the applicable substantive law of Estonia.

All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

Termination

Termination by Company

We reserve the right, at any time at our sole discretion, to: modify, suspend or discontinue the Application, the services, content, features or offers through the Application, with or without notice; and/or offer or cancel opportunities to some or all users of the Application. You agree that we shall not be liable to you or to any third party should any of the foregoing occur with respect to the Application.

Company reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your access. The Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Termination by you

You may terminate this Agreement at any time by no longer accessing or using the Application. All licences granted in these Terms will immediately terminate. We may delete all data associated with



your use of the Application and activity from our servers without liability or obligation to you. In case of your early termination the Subscription fee is not subject to refund.

Electronic Notifications

By using the Application, you understand and agree that we may send you the push-notifications regarding, without limitation:

- your use of the Application;
- updates of the Application and these Terms;
- updates of the Subscription fees and Subscription plans.

Please, be aware that the Application may request access to enable some functions on the phone (for example, receiving notifications, access to device's location). Access is necessary for the correct functioning of all features of the application.

Other terms

We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations hereunder. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

We reserve the right, at any time at our sole discretion, to modify these Terms. In case of material changes affecting your use of the Application, we'll notify you prior to the changes' effective date by posting a notice on the Application or sending you an email. If you continue to use the Application, you agree to the updated version of these Terms.

If any provision of these Terms is determined to be unlawful, void or unenforceable, the remaining provisions of these Terms will continue to be fully valid, binding and enforceable.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to the use of the Application to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Questions and contact information

If you have any questions or comments about these Terms or the Application, please contact us by:

Emailing us at: support@hacken.io.

Writing to the following address: Kai tn 1-5M, Tallinn city, Harju county, 10111, Estonia.