

SnowSpire Solutions Ltd.

VPN Terms and Conditions

Service Agreement

The following Service Agreement (the “Agreement” and “Terms [and Conditions]”) govern your use of the VPN services we provide (our “service”) and our associated website domain (located at <http://www.snowspire.co.uk>). The Agreement is legally binding between you (the “User”, “Subscriber” “Customer”, and “Client”) and SnowSpire Solutions Ltd. (“SnowSpire”, “us”.)

Creating an account on our website constitutes your agreement to the Terms and Conditions and that the registration information provided is accurate, complete and up-to-date. Users that are not at least eighteen (18) years of age must have a parent register on their behalf.

We may occasionally update this Agreement at any time and without notifying you. However we will aim to alert you whenever a major version becomes available. Any changes to the Terms and Conditions will be incorporated into a revised Agreement with the changes becoming effective 30 days later. It is the sole responsibility of users to check for updates and SnowSpire is not accountable for users who fail to do so. Users that do not dispute the new Terms will be automatically transferred to the new Agreement.

Privacy Policy

When registering on our website you are required to provide limited personal information including an email, address and telephone number. You are required to ensure all data is accurate and up-to-date and can access and edit your personal information through our website. We store your information on a third party server and may use third party tools for data analysis. Otherwise, we will not share personal information with third parties except as necessary to protect and support users or the service and to comply with the law. Where we suspect malice or illegal practices, we may use this information to identify culprits.

We will use your contact details to send you notifications about the service including system and account updates, server maintenance, and to respond to customer support requests.

In addition, we may collect and temporarily store the following information: times when connected to our service, choice of server, and the total amount of data transferred per session. We analyse this information to ensure users do not inhibit other subscribers from enjoying the service.

We may also send diagnostic information to a third party for the purpose of identifying connection errors and possible issues in our system. This information is normally generic in nature and does not normally contain personally identifying information. However where we suspect malice or illegal practices, we may also use this information to identify culprits.

We may use third party cookies and website analytics tools on our website to track sales promotions or advertisements and to provide the service.

Usage Policy

The service will attempt to be available at all times except for limited periods for maintenance and repair. However, the service may be subject to unavailability for a variety of factors beyond our control including third party service failures, equipment or network problems, and may be interrupted, limited or refused. You agree that under these circumstances, SnowSpire is not at fault for the loss of service and that these are not accepted grounds for cancellation. Network speed is an estimate and is no indication of the speed at which the service sends or receives data. Actual network speed will vary based on configuration, compression, network congestion and other factors. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. Service speeds and quality may vary.

You are responsible for maintaining the confidentiality of your credentials, activation codes, and/or passwords and are liable for any harm resulting from disclosing or allowing disclosure of these credentials.

You agree that you will use the service for the sole purpose of playing online video games, updating titles or platforms and where necessary, activities relating to video gaming. You also agree to comply with all applicable laws and regulations in connection with your use of this service. Therefore engaging in any of the following activities will constitute grounds for suspension of service:

- Sending or transmitting unsolicited advertisements or content ("spam") over the Service, via e-mail or any other communication channel.
- Sending, transmitting or receiving any illegal content over the service, including but not limited to illegal forms of pornography and any content protected by copyright, or other intellectual proprietary right. Access to peer-to-peer data transfer applications, including but not limited to torrenting services are forbidden.
- Engaging in any conduct that restricts or inhibits other subscribers from using or enjoying the Service. This includes excess downloading and streaming during peak times. We may impose usage or service limits, suspend service, or block certain kinds of usage in our sole discretion to protect and support users or the service and to comply with the law.
- Attempting to access, probe, or connect to computing devices without proper authorization or any other form of hacking. This includes accessing the VPN service or hosted server in any way except via the provided client program.
- Posting to or transmitting through the Service any unlawful, harmful, threatening, abusive, harassing, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that may constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, national or international law.
- Using the Service for any other activity that SnowSpire deems unlawful or detrimental to the sustained running of the service.

Violations of this Usage Policy may result in suspension of your account, without any refund of amounts previously paid for the Service. Additionally, you may be held responsible for any and all damages to SnowSpire Solutions Ltd and/or any third party suppliers. The penalty for this includes the costs to resolve said violation(s) and without limitation, legal fees and costs.

Our servers host a variation of the OpenVPN Community Software. OpenVPN is an open-source software application that implements virtual private network (VPN) techniques. The technology was written by James Yonan and is published under the GNU General Public License (GPL). SnowSpire Solutions Ltd. grants you a non-exclusive, limited license to download and use our VPN Service and access our servers in accordance with this usage policy.

Payment Policy

By purchasing a subscription to our service you agree to become a client of SnowSpire Solutions Ltd. for the selected period. The normal cost of the service, the provision of free trials and any discounts are in the sole discretion of SnowSpire and can be changed at any time. Support is provided free of charge for all users regardless of their chosen package. As of March 2015, we currently offer the following packages.

1. The normal cost of the service is £8.00 (GBP) per month, paid in advance and provides access to the service for as long as the user continues to pay their subscription.
2. A discount of £24.00 (GBP) is provided to users who pay for 9 months upfront at the start of their agreed term. This equates to a total upfront cost of £48.00 (GBP) for the period (reduced from £72).
3. A discount of £36.00 (GBP) is provided to users who pay for 12 months upfront at the start of their agreed term. This equates to a total upfront cost of £60.00 (GBP) for the period (reduced from £96).

Each license purchased is for a single user account. If you require access for multiple users, you should purchase a new license for each additional user. A single license may be installed and activated on multiple computers or devices owned by the client. However, simultaneous logins from a single user are strictly prohibited. Users are not permitted to repackage or resell our VPN services. Any user found to be reselling our accounts will have their account terminated.

Payments are normally processed by third party merchants (normally PayPal), with their own respective policies and using your selected payment method. Following a receipt of payment, user accounts may take on average 2 working days (Monday-Friday) before becoming active. Payments are automatically renewed at the completion of the billing term with the same price and duration as the original subscription. To prevent further payments, clients should contact their preferred payment merchant.

Users have the right to a 14 day cancellation period, in which a full refund will be provided, minus an administration fee of £8.00 (GBP). SnowSpire Solutions Ltd. reserves the right to reject refund requests thereafter unless users can demonstrate that the service is unusable and that reasonable attempts have been made to resolve the issue; including but not limited to usage of our website support/ticketing system. Subscriptions may be cancelled at any time via the selected payment merchant. Any subscriptions paid upfront are non-refundable after the cancellation period. This does not affect statutory rights.

Indemnification and Limitation of Liability

In no event shall SnowSpire be liable for damages resulting from loss of data, finances, from use of the SnowSpire website or any products or services, or for damages in connection with this agreement or in connection with any products or services provided hereunder.

You agree to indemnify, defend, and hold harmless SnowSpire Solutions Ltd. and all directors, employees, members, partners, agents, and suppliers, and their respective affiliates, officers, directors, employees, members, shareholders, partners, and agents, from any and all claims and expenses, including attorneys' fees, arising out of your use of our website and service, including but not limited to your violation of this Agreement. We may, at our sole discretion, assume the exclusive defence and control of any matter subject to indemnification by you. The assumption of such defence or control by us, however, shall not excuse any of your indemnity obligations.