

FarSnap End User License Agreement ver 1.3

Date: 2021-05-22

## Introduction and definitions

Thanks for using FarSnap service (hereafter referred as "FarSnap"). FarSnap provides data routing services on the internet and other networks as well as customized network product addons and solutions.

FarSnap is owned by FarSnap Sp. z o.o. the company registered in Poland, 05-822 Milanówek, 58 Kościuszki Street, registration no: 385843705, NIP 5291830417 (hereafter referred as "The Company").

By using FarSnap you (hereafter "User") agree upon the conditions specified in this document (hereafter "The Agreement").

To use FarSnap the User, either needs to meet the age requirements in his locality, or needs his guardians consent to use FarSnap.

## Changes to the Agreement

The Company reserves rights to make any changes at any time to the Agreement and encourages Users to check back it regularly. The latest agreement is always the one that is binding and valid. If the User wishes to get automated email information about new Agreement versions please contact FarSnap [admin@farsnap.com](mailto:admin@farsnap.com) and request this.

The current Agreement is always available at address: [https://farsnap.com/assets/files/farsnap\\_user\\_agreement.pdf](https://farsnap.com/assets/files/farsnap_user_agreement.pdf)

The Company is responsible to keep a log of revisions inside this document to make it easier for User to keep up to date with recent changes.

If User doesn't agree with this or any future version of the Agreement, the User must stop using the Service immediately. If the User wants the Company to completely remove his account, within the provisions of applicable laws on economic and other required record-keeping, he needs to contact Company at [admin@farsnap.com](mailto:admin@farsnap.com).

## Revision log

2021-01-15 1.2 Updated link to online version of agreement  
2020-06-25 1.1 Initial version

## Trials

Trials of FarSnap (hereafter "Trials") are generally always available if permitted by regulations where you live. In some cases Trials may be available only during specific periods. Trials is a free benefit, that Company can choose to provide, or not provide, at any period or to any User.

The Company *strongly recommends* all Users to use Trials, to ensure that all the great features of FarSnap are working in the Users intended environment, before subscribing to it.

The User agrees Trials may not be available to users that already used a previous Trial.

Trials may be blocked for some internet connections. (see section "Abuse and Termination")

Paying users are not eligible for Trials.

FarSnap Trials are never subject to any compensation.

## Payments, cancellations and compensations

While FarSnap is intended to work everywhere, there may be environments where FarSnap doesn't work. FarSnap may refuse to connect a User in some

situations, such as if the connection to the internet is compromised by a third party. This is because of the Company's concern for security and the User's privacy. Once more we *strongly recommend* the User to always use FarSnap Trials before subscribing (see section "Trials").

FarSnap Subscriptions are available for 30-day periods, paid in advance by the User.

The subscription will renew automatically at the end of each period, or until you chose to cancel it.

The user can cancel the subscription at any time during a prepaid 30-day period. The subscription will then run till the end of the 30-day period. After this the service will be turned off. The Company strives to provide a modern cloud based service, at a great value, on a pay-as-you-go basis. Therefore, and because of the Trials, the Company does not reimburse any fees for past or running periods.

The User agrees that the only valid reason for reimbursement is when FarSnap stops working permanently for the User, according to section "Downtime, Service Unavailability and Maintenance". If the Company agrees to compensate the User according to this agreement, the compensation will be an amount proportional to the length of the service unavailability and can't exceed the value of 2 (two) 30-day, previously paid, subscriptions for the User.

### **Downtime, Service Unavailability and Maintenance**

The Company reserves the right to do scheduled maintenance on FarSnap which makes the system unavailable (hereafter called "Downtime"), as well as emergency maintenance which incurs unscheduled Downtime in the case of severe security risks or breaches. A more specific definition of Downtime is when large numbers (such as regions or continents) of Users are unable to use FarSnap.

Scheduled downtime will be announced at least 7 days in advance on the <https://farsnap.com> website. The User agrees Scheduled Downtime is not subject to compensation.

The Company may compensate users for unscheduled Downtime with additional subscription time.

If FarSnap is Unavailable to the User, the User should contact the FarSnap support on the forum <https://forum.farsnap.com/categories/support> and describe the issue.

- If the issue is caused by FarSnap, and the Unavailability is timely fixed, the Company may compensate users with additional subscription time or monetary reimbursement for unused subscription time.
- If the issue is NOT caused by FarSnap, the Unavailability of FarSnap will not be compensated by the Company.

## **Warranty and Responsibilities**

The Company does not make any legal claims to what FarSnap does or does not do.

The Company is in no way responsible for anything the User may use FarSnap for.

The Company is in no way responsible for any data the User transmits through FarSnap.

The Company strongly discourages using FarSnap in any medical applications, or other use cases where people's lives may be at risk. If the User chooses to do so against our strong recommendation the User acknowledges that this is done completely on the Users own risk.

FarSnap does not provide any Warranties, implied or otherwise to the extent permitted by law.

## **Abuse and Termination**

The Company reserves the right to terminate any and all agreements with the User, without specifying any reason, with a termination period of 30 days or at the ending of the current subscription period, whichever comes first. (Note that this is analogous to the Users right to terminate the subscription at any time.)

Additionally the Company reserves the right to terminate any agreement with the User and/or block the service immediately for the User, if one or more of the following occurs:

- The Company have a reason to suspect that the User's FarSnap account is being used for something illegal.
- The User's account is accessing FarSnap systems in a disruptive way.
- The User's account is linked to attacks on FarSnap or other systems.
- Usage on the User's FarSnap account causes overload on FarSnap or related systems.
- The Company detects that the Users account is involved in activities aiming to circumvent security or the built in usage limitations in FarSnap
- The Company detects that the User's account has been involved with tampering with access codes or Trials.
- The User's account has been manipulated to gain additional free access, not covered by official Trials and offers, to the Companies services and usage levels.
- The Company receives DMCA (Digital Millennium Copyright Act) take down requests linked to the User.
- The Company receives take down requests from official legal instances.

If the Company has reason to suspect foul play by any individual, we reserve the right to deny the same individual to be a FarSnap User for any period of time

including indefinitely. This includes any disruption, fraud, cheating, tampering, abusing or similar activity in the context of the FarSnap service.

The Company reserves the right to make the FarSnap unavailable on ip-ranges or based upon advanced network filtering if the Company suspects that FarSnap systems or Trials are abused.

### **Law and Legal disputes**

All legal complaints and legal applications will be considered in the court competent for the registered office of the Company.

The User waves any rights to class action lawsuits against the Company to the extent permitted by law.