

## Terms of Service

### 1 Acceptance of Terms.

1.1 JScrambler provides its service ("Service") through its website located at <http://jscrambler.com> (the "Site"), subject to this Terms Of Service agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, You acknowledge that you have read, understood, and agree to be bound by this TOS. If You are entering into this TOS on behalf of a company or other legal entity, You have the authority to bind such entity and its affiliates to these TOS, in which case the terms "You" or "Your" shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these TOS, You must not accept these TOS and may not use the Service.

1.2 JScrambler may change this TOS from time to time without prior notice. You can review the most current version of this TOS at any time at <http://jscrambler.com/tos>. Changes, modifications, additions or deletions shall be effective immediately upon posting on-line on JScrambler website. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified TOS; and (b) agreement to abide and be bound by the modified TOS.

If you have any questions about this TOS, please feel free to contact us through our website or write to us at:

JScrambler Office - UPTEC, Edifício Central da UPTEC, 98-99 Rua Alfredo Allen, 455 4200-135 Porto, Portugal

Our legal address:

JScrambler LDA, Rua Adolfo Casais Monteiro, 99 1C 4050-014 Porto Portugal

### 1.3. Accepting the Terms

1.3.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

1.3.2 You can accept the Terms by:

(a) clicking to accept or agree to the Terms, where this option is made available to you in the user interface for any Service; or

(b) by actually using the Services. In this case, you understand and agree that JScrambler will treat your use of the Services as acceptance of the Terms from that point onwards.

### 2 Service Description.

The "Service" includes (a) the Site, (b) the on-demand JScrambler tools and services provided through the Site. Any new features added to or augmenting the Service are also subject to this TOS.

### 3 General Conditions/ Access and Use of the Service.

3.1 Subject to the terms and conditions of this TOS, You may access and use the Service only for Your internal business purposes as contemplated by the Agreement. You shall not (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted by this TOS; (b) use the Service to process data on behalf of any third party, or (c) use the Service in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of the Service and its components.

3.2 Subject only to the limited right to access and use the Service expressly granted to You under this TOS, all rights, title and interest in and to the Service and its components will remain with and belong exclusively to JScrambler. You shall not modify, adapt or hack the Service to falsely imply any sponsorship or association with JScrambler, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks.

3.3 You are responsible for all information you transmit via the Service. You are responsible for maintaining the confidentiality of Your login and account and are fully responsible for any and all activities that occur under Your login or account. You agree and acknowledge that Your login may only be used by one (1) person – a single login shared by multiple people is not permitted.

3.4 You acknowledge that you are accessing a Service that is also used by others, and such, You agree in making a responsible utilization of the Service, in terms of load and intensity of usage. Therefore, You agree to submit no more than 2000 obfuscation requests per month to the Service.

3.5 JScrambler reserves the right to access any or all Your accounts in order to respond to Your requests for technical support. We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your data. Please refer to privacy agreement for further details (<http://jscrambler.com/en/privacy>)

3.6 You understand that the technical processing and transmission of the Service, including Your content, may be transferred unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to JScrambler hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service.

3.7 JScrambler will use reasonable efforts to publish on the site or notify You of any planned downtime of the Service.

3.8 JScrambler is constantly innovating in order to provide the best possible service for its users. You acknowledge and agree that the form and nature of the Services which JScrambler provides may change from time to time without prior notice to you.

3.9 As part of this continuing innovation, you acknowledge and agree that JScrambler may stop (permanently or temporarily) providing the Services (or any features within the Services) to you, without prior notice to you.

3.10 You acknowledge and agree that while JScrambler may not currently have set a fixed upper limit on the number of files transmissions you may send or receive through the Services or on the amount of

storage space used for the provision of any Service, such fixed upper limits may be set by JScrambler at any time, at JScrambler discretion.

3.11 The failure of JScrambler to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between You and JScrambler, even though it is electronic and is not physically signed by You and JScrambler, and it governs Your use of the Service and takes the place of any prior agreements between You and JScrambler.

## 4 Payment and Refunds.

4.1 Payments. The Service is made available on a pay-as-you-go basis and is charged at the start of Your elected subscription term (quarterly or annually).

4.2 Plan and Price Changes. If you choose to upgrade Your plan during Your elected subscription period, any incremental cost will be added over the remaining term of the subscription period and charged to Your account. Subsequently, Your credit card will automatically be charged. Also, there are no refunds or credits for plan downgrades, or refunds for months unused if You close Your account before the end of Your subscription period. No exceptions will be made in order to treat everyone equally and keep our administrative costs low for the ultimate benefit of our customer base. Downgrading Your plan level may cause the loss of content, features, or capacity of Your account and JScrambler does not accept any liability for such loss. Prices of all JScrambler plans and Services are subject to change upon 30 days notice. Such notice may be provided at any time. In addition, JScrambler reserves the right to contact You about special pricing if You maintain an exceptionally high number of request (see also 3.3) to provide a more appropriate pricing for You.

4.3 Credit Card Billing, Receipts and Privacy. The account owner will receive an email receipt upon each credit card charge. The receipts are also available for the account owner on demand. JScrambler uses a third-party intermediary to manage credit card processing.

## 5 Cancellation and Termination.

5.1 You are responsible for properly canceling Your account. The account owner (as defined in the sign-up procedure) can cancel the account at any time. You will lose access to all of Your content upon cancellation and we will delete it in our normal course of business operations. This information cannot be recovered once your account is canceled. If You cancel the Service before the end of Your current paid-up subscription period, your cancellation will take effect immediately and You will not be charged again.

5.2 JScrambler reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your content in the Service, for any reason, including, if JScrambler believes that You have violated these TOS. JScrambler will use all reasonable efforts to contact You directly via email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Your use of Service, may be referred to appropriate law enforcement authorities. JScrambler shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service.

## 6 DISCLAIMER OF WARRANTIES.

THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW AND JScrambler EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT JScrambler DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM JScrambler OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

## 7 LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL JScrambler BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA OR BUSINESS INTERRUPTION. IN ADDITION, JScrambler SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE MONTHLY SERVICE FEE PAID OR PAYABLE BY YOU FOR THE ONE MONTH PRECEDING THE TIME OF ANY CLAIM FOR MONETARY DAMAGES. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

## 8 Export Compliance.

You are responsible for complying with any applicable laws, rules, or regulations governing the export of the Service or any of its components.

## 9 Privacy and your personal information.

For information about JScrambler data protection practices, please read the privacy policy at <http://jscrambler.com/en/privacy>

## 10 Governing Law.

These TOS shall be governed by the laws of Portugal without regard to the principles of conflicts of law. You hereby expressly agree to submit to the exclusive jurisdiction of Portugal for the purpose of resolving any dispute relating to Your access to or use of the Service.

If you have any questions regarding our TOS, feel free to contact us.

Last modified on 2012-06-11