

# Terms and Conditions

Flow VPN and Flow IM are trading names of Portable Ltd.  
Portable Ltd: Registered in England: Company Number 07820471.

BY USING THIS WEBSITE AND / OR SERVICES, YOU AGREE THAT YOU CONFIRM YOU ARE OVER 18 YEARS OF AGE AND CONSENT TO THE FOLLOWING TERMS AND CONDITIONS AND ANY CHANGES HERETO IN THE FUTURE. YOU AGREE THAT PORTABLE LTD MAY MAKE CHANGES TO THIS PRIVACY POLICY AT ANY TIME WITHOUT ANY GIVEN NOTICE AT ITS DISCRETION.

## Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. But any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## YOUR STATUS

By accessing our website, applications or services, you warrant that:

- 1.1 you are legally capable of entering into binding contracts; and
- 1.2 you are at least 18 years old;
- 1.3 you are resident in one of the Serviced Countries; and
- 1.4 you are accessing our site from that country.

## Use of VPN service

Flow VPN is intended for personal use only and VPN account details must not be shared. A user account / subscription can be used on a limited number of devices in a single household. The number of devices the customer can access the service from is defined on the Sign-Up page. The customer must not share their account details or attempt to access services provided by Portable Ltd on more devices than permitted.

Attempting to use Portable Ltd's services on more devices than permitted is considered an abuse and a violation of this agreement, and may result in service suspension with no refund.

You may only use our VPN or other services for lawful purposes. Prohibited activities that will be considered to be abuse include but are not limited to:

- Spamming, including email spam and web spam;
- Intellectual property, patent or copyright violations including but not limited to downloading or streaming media not made available for international access by its provider;
- Defamatory or abusive language;
- Forging of headers;
- Illegal or unauthorised access to other computers, networks or internet-connected devices;
- Background running programs;
- Distribution of internet / computer viruses, worms, trojan horses, or any other destructive activities;
- Use of peer-to-peer file sharing;
- Fraudulent activities including phishing;
- Promotion of or distribution of materials relating to terrorism;
- Transmission or distribution of child pornography materials;
- Activities resulting in the attraction of denial of service attacks against our servers;
- Facilitating a violation of these terms and conditions;
- Export control violations;
- Spamming Usenet groups or message boards;
- Interception or monitoring wireless network traffic;
- Attempting to establish or facilitate unauthorised access to the network, resources or machines without the prior unequivocal consent of the lawful owner of that machine, resource or network;
- Use of our services in a way that does not comply with the Conditions or any legislation or that is in any way unlawful or fraudulent;
- Use of this service in connection with the carrying out of a fraud or criminal offence against any telecommunications operator;
- Accessing or using our services (including website) through VPN, proxy or any other technology that masks the users IP address;
- Any other illegal activities;

The VPN service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Portable Ltd reserves the right to terminate account access without notice where abuse is suspected. In the instance of access termination no subscription fees will be refunded.

You must take responsibility for how the Service is used. You must ensure that neither you nor any other person who has access to your Service uses the Service to: (a) send or receive any

material which is offensive, abusive, indecent, defamatory, obscene, menacing, fraudulent or illegal;(b) cause annoyance, inconvenience or needless anxiety in respect of any other person;(c) send or receive or publish any material which is illegal and/or grossly obscene (including without limitation child pornography);(d) spam or send unsolicited promotional material to any third party; (e) perform any illegal act or contravene any laws, licence or third party rights (including without limitation downloading material protected by any intellectual property right or hacking into secure web-sites without the consent of the owner);(f) re-sell, transfer, assign, or sublicense the Service (or any part of it) to any third party;(g) send emails with attachments larger than [20MB] in size; or (h) do anything which does not comply with our Acceptable Uses which may be subject to change from time to time. (i) We may suspend or reduce your service level if will believe or have data evidence that you are using the service to download music, videos, or other material that may be resold on the black market (i.e. Pirate DVDs, CD's Computer data not excluding games consoles) This information may also be shared with copyright regulatory bodies, which may lead to prosecution. If we have reason to believe that you are using or permitting the Service to be used in a manner that is contrary to the ways listed above we may immediately suspend you from the Service and/or terminate this Agreement. In such event you shall not be entitled to a refund for loss of Service and shall only be re-connected once we are satisfied that you will not breach this Agreement again.

You agree to fully indemnify us in respect of all damages, claims and losses which directly or indirectly arise as a result of your misuse of the Services or failure to prevent misuse of the Services by others, or any other breach by you of your obligations. You are also responsible for the content you place on a website you create or on anyone else's website.

The content you use or place on any web space you are allocated must not in any way be unlawful. In particular, you must ensure that all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights) have been obtained.

## Additional Services (GPT / AI)

Additional services (including but not limited to) FlowGPT AI Chatbot and Flow AI image generation are provided free of charge to customers with an active FlowVPN subscription. We reserve the right to limit or withdraw these services at any time without notice. While we have safeguards in place, the system may occasionally generate incorrect or misleading information and produce offensive or biased content. It is not intended to give advice. We do not make any warranties about the completeness, reliability and accuracy of information provided by the AI tools. Any action you take upon the information you find on this website is strictly at your own risk. We accept no liability for any losses and/or damages in connection with use of the website/services.

## Data capture, use and privacy

Portable Ltd collects and stores only the data we believe necessary to provide customers with our apps and services and to meet regulatory / legislative requirements. We store IP addresses, names, email and postal addresses for account management purposes, processing payments and / or where users have given permission for Portable Ltd and Flow VPN to send marketing communications.

Portable Ltd uses identification codes to identify devices and apps that interact with our services. Portable Ltd may monitor and record data transferred across our network to monitor the load of each server to allow us to plan capacity and improve services, provide customers with their recent connections in our apps and web services, to identify abuse of our service and to meet any legal requirements or requirements implemented by our service providers. Portable Ltd uses automated systems to monitor network activity for abuse where possible (including but not limited to the use of BitTorrent and similar peer-to-peer file sharing).

Portable Ltd may disclose data including but not limited to information concerning a client, a transmission made using our network or websites, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental / law enforcement request. Portable Ltd assumes no obligation to inform the client that client information has been provided and in some cases may be prohibited by law from giving such notice.

Portable Ltd may disclose client information or information transmitted over its network where necessary to protect Portable Ltd and others from harm, or where such disclosure is necessary to the proper operation of the system.

Portable Ltd may share customer data with its suppliers, for instance providers of servers and network infrastructure, and providers of marketing and accounting tools. For example emails may be sent using third party tools, network traffic will be transferred across third party servers, and our server backups may be stored at third party locations.

Third parties may provide additional data to us regarding our customers, for example PayPal automatically sends customer's addresses to us when customers checkout. This information is transferred to us using HTTPS and may be stored by Portable Ltd should it be relevant to the operation of the service we provide, for example addresses may be stored to create invoices.

Portable Ltd does not share customer data with other parties except for under the circumstances listed above. Portable Ltd does not share customer data to enable other parties to market their or others' services and will not sell customer data except for in the event of the sale of the company, in which case reasonable effort will be made to ensure that customer data is treated appropriately and not shared with other parties. Portable Ltd will contact customers via email with updates regarding their subscription, changes to the service offered, and pricing information.

Should users contact our support teams, the information they provide (emails) will be stored as to provide an improved service.

Customers can unsubscribe from marketing emails at <https://www.flowvpn.com/email-unsubscribe/>

Where a client application (such as Flow VPN, Global VPN, US VPN, VPN Asia) is used: Upon installation of the client application all users are allocated an Account Name against which we reserve the rights to log subscription information (including transaction references), connecting IP address, authentication requests, session data (allocated IP, connection date, time, duration etc).

Where users choose to create a user account in order to share their VPN subscription with multiple devices or to pay by PayPal subscription their email address will be stored.

Flow VPN subscribers:

Submission of an email address in order to create a user account via the Flow VPN website or via a mobile application requires acceptance of Flow VPN terms and conditions. From the creation of a user account onwards, we reserve the right to log subscription information (including transaction references), connecting IP address, authentication requests, session data (allocated IP, connection date, time, duration etc).

## Cancellation

Users can cancel subscriptions at any time, however to ensure no further payments are charged cancellation must be made 48 hours before the renewal date. Cancelling a PayPal subscription or pre-approved payment will ensure that no further payments can be taken.

Users will continue to be able to access Flow VPN services until their Account Expiry date. Any time remaining on accounts at the point of cancellation cannot be refunded.

Portable Ltd reserves the right to cancel users subscriptions at any time for any reason. Should Portable Ltd cancel a user's account they will not be entitled to a refund if our terms and conditions have been broken.

## How the contract is formed between you and us

After completing sign up, you will receive emails from us. Please note that this does not mean that your subscription has been accepted. Your subscription constitutes an offer to us to buy Products by subscribing to a Service. All orders are subject to acceptance by us.

The subscription plan to our Services consist of an initial charge and then followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for

all recurring charges prior to cancellation. Portable Ltd may submit periodic charges (e.g., monthly) without further authorisation from you, until you provide prior notice that you have terminated this authorisation or wish to change your payment method. Such notice will not affect charges submitted before Portable Ltd reasonably could act.

For subscriptions paid through PayPal, PaymentWall, Apple, Google, Amazon or any other third party must be terminated or altered by contacting the third party.

By subscribing to our Services you are agreeing to pay recurring periodic subscriptions for an indefinite time until cancelled by you, on the subscription terms set out in the application form you have completed. You can cancel your subscription at any time. You will not be charged for any cancellation. You can re-subscribe at any time following your cancellation, but we reserve the right not to permit re-subscription where we have previously elected to terminate a subscription by you.

Account Cancellations. If you wish to cancel your monthly subscription with us, you must cancel 48 hours before your next payment is due to be collected, in order to avoid receiving the following months' box. Customers cancelling after their payment has been taken will receive the following month's box as their last box. If your payment has been cancelled before the 48 hours period this may result in being invoiced for the following months' services.

We reserve the right at our absolute discretion not to renew your subscription at any time without giving any reasons for our decision.

## Free Trial

FlowVPN may offer a free trial period for products or services. This trial is only available to new customers for the product/service as specified at checkout, and is not available to other products/services or when any promotion or coupon is used.

## Refunds

Flow VPN subscriptions include a free trial period in order that our customers have an opportunity to ensure that they're happy with the performance and functionality of the service without paying to use it.

Given the availability of free trials, it is the policy of Portable Ltd not to offer refunds. In-app purchases cannot be refunded by Portable Ltd / Flow VPN as transactions are administered by the supplying app store. Please consult the supplying app store for their terms and conditions.

Portable Ltd may offer a refund to new customers creating an account at FlowVPN.com for a limited time frame following the account creation. This is only available to new customers where

the sign-up page specifically stated a refund policy for a given time frame. The time frame will be advertised on the page alongside our terms and conditions and all refunds must be requested within this time frame. Refunds will only be offered for initial payments when creating an account, when the account has not been used more than 10 times and less than 5GB of data were transferred between your devices and our servers, and where all other terms and conditions have been met.

## Geographic Restrictions / Serviced Countries

We provide this Website for use only by persons located in the United Kingdom. We make no claims that the Website or any of its content is accessible or appropriate outside of the United Kingdom. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website or services from outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

## Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## Governing Law and Assignment

This Agreement and all matters arising out of it shall, unless otherwise specified on the applicable ordering document or by Portable Ltd in writing, in all respects be governed by the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English courts. However nothing in this clause shall exclude or limit applicable mandatory local law relating to Customer. Portable Ltd may, upon written notice to Customer, assign or transfer this Agreement or any rights and obligations hereunder either to an Affiliate or to a third party successor to all or substantially all of the business, stock or assets of Portable Ltd legal information business, in each case, without the prior consent of Customer. Portable Ltd may without the prior written consent of Customer and without notice assign any benefit or transfer, delegate or sub-contract any of their duties and obligations under this Agreement to any third party, provided that in the case of subcontracting, Portable Ltd shall remain responsible for the performance by its subcontractors of such obligations under the Agreement. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Customer without Portable Ltd prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

If an English court should find any provision of this Agreement to be invalid or unenforceable, but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable. Such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party who is not party to this Agreement. Failure by either party to enforce any of its rights under this Agreement shall not be taken as or deemed to be a waiver of that right.

## Unlimited Use

Portable Ltd operates an unlimited use policy for Internet access from a limited number of devices associated with the account. In rare cases, Portable Ltd may find a customer to be using the Internet resources to such an extent that they may jeopardise Internet performance for other customers (I.e. streaming of high bandwidth services, streaming audio video etc, P2P software, without the written persimmon of Portable Ltd), In this instance Portable Ltd reserves the right to suspend the user's service immediately and/or require them to upgrade to a higher



service tier. This will only be implemented in extreme circumstances and is intended to prevent excessive use of the resource.

Some services operate across partner and third party networks. Portable Ltd are not responsible for the service quality, speed or availability times on third party networks.

Portable Ltd provides VPN services to a limited number of devices associated with a client account as detailed on the signup page. If a customer attempts to use the service on a larger number of devices then this will be considered abuse of the service and a violation of this agreement. In this instance Portable Ltd may revoke access to services and suspend access to our apps, services and website. No refunds are provided where accounts are suspended due to abuse.

## The Network

1. The user acknowledges that Portable Ltd is unable to exercise control over the content of the information passing over the Network. Therefore, Portable Ltd is not responsible for the content of any message whether or not the posting was made by a Portable Ltd customer.
2. The Network may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.
3. In addition the user undertakes to conform to the Internet protocols and standards.
4. The user may not circumvent user authentication or security of any host, network, or account (referred to as 'cracking' or 'hacking'), nor interfere with service to any user, host, or network (referred to as 'denial of service attacks').
5. Without prejudice to the foregoing, Portable Ltd considers that any application that overloads the Network by whatever means will be considered as making profligate use of the Network and is as such NOT allowed. Use of IP multicast other than by means provided and co-ordinated by the ISP is likewise prohibited.
6. Users who violate systems or network security may incur criminal or civil liability. Portable Ltd will fully cooperate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities.

## System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. The ISP will investigate incidents involving such violations and will involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following :

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network;
- Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network;

- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting. If approached with complaints relating to any of the above violations, the ISP will cooperate and assist the Police and law enforcing bodies with their investigations in order to bring such mis-use and violations to an end.

## Data Plans with eSIM

You can buy data plans to connect to the internet from several countries by installing a eSIM in your device. The eSIM is embedded in your data package without the need of a physical SIM card.

You must first verify by checking the website, the specifications of your device and with your current carrier, that your device is a supported device for the installation of the eSIM. Please note that even if you have a supported device it may happen that after you purchase a country data plan your installed eSIM may get locked when in that country due to reasons beyond our control. Portable Ltd accepts no liability for access when service is stopped by a third party. Please note that when using your eSIM in a country different from your home network you will be on roaming which may affect your device's behaviour.

Your eSIM will expire after 12 months from its activation date. Any unused portion of data shall be forfeited by us without reimbursement.

Please note that an eSIM belongs to the User and is associated with the User identification information provided by you when registering. If you therefore sell or give away your device you must ensure that you erase your eSIM first to avoid that other individuals use your eSIM in your own name.

eSIMs cannot be transferred between devices and are not refundable after activation.

## Export Laws

Customer agrees to comply with all relevant export laws and regulations of other countries (collectively, "Export Laws") to ensure that no Software or any portion of it is exported, directly or indirectly, in violation of Export Laws, and that no access to the specified services is given by Customer to any embargoed country or their nationals, or any other embargoed/denied persons listed from time to time by other countries. Portable Ltd will not be liable for default or delay caused by Portable Ltd's efforts to comply with Export Laws. If Export Laws change after signature of this Agreement and such changes materially inhibit or prohibit Portable Ltd from performing its obligations under this Agreement, Portable Ltd will not be liable for their

non-performance and either or both Portable Ltd and Customer will have the right to terminate this Agreement with respect to the applicable Software.

## Survival

Disclaimer of Warranties and Limitation of Liability shall survive any termination or expiry of this Agreement.

## Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## Limitation of Liability

You will not hold us responsible in respect of any Event of Default for any consequential loss including but not limited to the following heads of loss:(a) lost profit;(b) lost business;(c) lost opportunity;(d) loss of goodwill (e) loss of reputation;(f) loss of revenue or savings you expect to make;(g) liability to third parties; or (h) wasted expenditure or data being lost or corrupted. We do not have any liability to you (including liability for negligence) for the acts or omissions of our service provider or for faults or failures in their network or equipment.

We exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Services, and we exclude all liability of any kind for the transmission, or the reception of, or the failure to transmit, or to receive any material of whatever nature via the Service.

You acknowledge that the Service is not guaranteed to be fault free. When using the Service you agree that you do so without any conditions, guarantees, warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are expressly excluded to the maximum extent permitted by law.

## Suspension of Service

We may immediately suspend the Service if we need to carry out maintenance, repairs or upgrade work

We may immediately suspend the Service if you commit any of the following acts:(a) you misuse the Service by committing any one of the acts that are listed in the use of service section above; (b) you do not pay the charges for the Service when they are due; or (c) you breach this Agreement in any way.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorised in these Terms of Use, or your use of any information obtained from the Website.

## Security

You will be provided with a username and password to allow you to access the Service. You will be responsible for any use of the Service which is accessed via your password. Accordingly, you must keep your password confidential and must not permit any unauthorised third party to use the Service on your behalf. You agree to immediately notify us of any unauthorised use of the Service or your account or any other breach of security known to you.

## Force Majeure

Portable Ltd shall not be liable or in breach of its obligations under this Agreement if there is any total or partial failure of performance of its duties and obligations occasioned by any act of God, fire, act of government or state or other third party, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer or network or settlement system, failure of or delay in any mobile phone network, prevention from or hindrance in obtaining any airtime, energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond Portable Ltd's control.

## Security, Maintenance and Availability

You agree, acknowledge and accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly and therefore Portable Ltd cannot guarantee the absolute privacy or confidentiality of communications and information stored. Notwithstanding the above security of communications through the internet can be enhanced by the application of adequate technology. In order to protect and preserve all personal data obtained by you we use advanced encryption techniques to transmit your personally identifiable information which is accessible only by Portable Ltd authorised personnel. We also provide and maintain stringent and severe protocols and measures so as to protect our systems and data stored from accidental or malicious access, destruction or damages. We shall be entitled, but not obliged, to record all communications from, or instructions given by you to us, or messages sent by us to you through the Apps.

*From time to time it may be necessary or desirable for security reasons, maintenance (whether emergency or planned), upgrades or other reasons to:*

- make certain or all of the Apps or Services unavailable to you; and/or
- delay implementation of any new Services; and/or
- withdraw, replace or reissue your password; and/or
- change authentication procedures or processes for accessing the Apps or the Services while using reasonable endeavours to minimise any inconvenience caused.

You acknowledge and agree that these events may occur, and that Portable Ltd bears no liability when such events occur. Where Portable Ltd changes authentication procedures for accessing the Apps or the Services therein, notwithstanding any other terms of this Agreement, Portable Ltd may introduce these procedures by giving instructions to you via the Apps in respect of which such procedures are being introduced.

## No Third Party Rights and No Assignment

You agree that you have entered into this Agreement for your own benefit and not for the benefit of another person, and that you shall not assign to any third party any of your rights or subcontract or novate your obligations under this Agreement. Services provided are not available for resale.

## Limited Liability

Portable Ltd bears no responsibility for the improper, immoral, unauthorized, fraudulent or illegal use of the Apps. Portable Ltd, its directors, employees, officers or agents exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation any direct, indirect, incidental, special, or consequential, exemplary or punitive loss or damage or any loss of income, money, data or goodwill) arising out of or in connection with your use of the Apps or the Services. This does not limit in any way our liability for death or personal injury caused by our negligence or for any other matter which it would be illegal for us to exclude our liability.

No damages other than compensatory damages, strictly limited to the amount of value paid in relation to Services provided through the Apps, where fault lies solely with Portable Ltd shall be incurred by Portable Ltd. No right of indemnity exists for you against Portable Ltd.

Furthermore, Portable Ltd will incur no independent or third party or vicarious liability in relation to the failure by you to adhere to the terms and conditions contained and referenced herein or on other related and linked independently operated Apps by third parties.

You agree and acknowledge that the Apps and the Services and content provided through it are provided "as is". To the fullest extent permitted by law, Portable Ltd makes no warranties in relation to the use and availability of the Apps or the Services provided through it.

## Waiver

Any waiver of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on Portable Ltd's part to exercise or avail of any right, power or privilege shall operate as a waiver of any breach or default by you.

## Questions and requests

If you would like further information about this policy, to seek clarification on any of the above, or to request information held about you, please contact Flow VPN by emailing [help@flowvpn.com](mailto:help@flowvpn.com)

Portable Ltd: 28 Champion Terrace, Leamington Spa, CV32 4SX  
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