

Terms of Service

London Trust Media Incorporated through PrivateInternetAccess ("PrivateInternetAccess") provides virtual private networking ("VPN")/Private Internet Services, Wifi Security/Authentication, Encryption Services and Anonymous internet protocol ("IP") addresses to its clients. You ("Client" or "Subscriber") (PrivateInternetAccess and Subscriber collectively known as "Parties") acknowledge that PrivateInternetAccess and/or any of its parent companies or constituents will not be held liable for any and all liability arising from your use of its services and website.

[This document is an agreement that you agree to by accessing the Private Internet Access VPN service.](#)

NOTE: THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN "BINDING INDIVIDUAL ARBITRATION" SECTION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ANY "DISPUTE" (AS DEFINED BELOW) BETWEEN YOU AND PRIVATEINTERNETACCESS, ITS AFFILIATES, PARENTS OR SUBSIDIARIES (COLLECTIVELY, "PIA ENTITIES"). YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN "BINDING INDIVIDUAL ARBITRATION" SECTION.

[This is a legal agreement that includes clauses that gives you the right to settle a dispute out of court.](#)

Subscriber affirms that they are either more than eighteen (18) years of age, a valid legal entity, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms and Conditions contained herein.

[If you are not an adult you must receive permission from a parent or legal guardian.](#)

If you are under the age of eighteen (18) years of age and between thirteen (13) and seventeen (17) years of age, then you must find a legal parent or guardian to purchase and activate this service for you. If you are unable to find a legal parent or guardian to purchase and activate this service for you or if you are under thirteen (13) years of age, you are not permitted to use this website or its services.

ACCEPTANCE

By using and/or visiting the PrivateInternetAccess service and website (collectively, including but not limited to all services and webpages available through PrivateInternetAccess, the website) subscriber agrees in full to the terms and conditions provided herein and the terms and conditions of PrivateInternetAccess's Privacy Policy found on this website, Digital Millennium Copyright Act ("DMCA") policy, in addition to all future amendments and modifications (collectively referred to as the "Agreement"). By entering this website and/or subscribing to the services, subscriber agrees to be bound by these terms and conditions. If subscriber does not agree to be bound to the terms and

Commented [WF1]: These blue sentences are part of the original document – which provides information describing what each paragraph is discussing.

Commented [WF2]: Binding arbitration – not always a good thing for the consumer of a product/service.

conditions contained herein, then access to the PrivateInternetAccess website and/or its services is prohibited.

[Either you agree to these terms... Or if you don't, you can't use the website or service.](#)

LICENSE

PrivateInternetAccess grants you a limited, non-exclusive license to subscribe to an account to which you have access for your personal, private, commercial, non-transferable, limited uses solely as set forth herein and as set forth in any additional documentation and/or agreements applicable to the Services accessed by you. All intellectual property rights on PrivateInternetAccess are owned by London Trust Media, Inc. and are protected by United States and International copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You may not copy or download any Content from the PrivateInternetAccess website unless you are expressly authorized to do so. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to PrivateInternetAccess Content. Your rights are subject to your compliance with these Terms of Service as well as any other agreements applicable to PrivateInternetAccess. New or future services that may be offered by PrivateInternetAccess will require a separate subscription or agreement. Subscriber understands that this Agreement is limited to VPN services only and do not include any other services herein.

[You are buying a license that gives you the right to use our service.](#)

CHANGES TO THIS AGREEMENT

Client understands that the present Terms of Service are subject to changes made by PrivateInternetAccess at any time at its sole discretion, and you agree to be bound by any and all modifications, changes and/or revisions. You understand that it is your obligation to periodically review this webpage in order to account for any changes made, as they will be binding upon assent.

[These messages might change!](#)

The terms and conditions herein apply to all users of PrivateInternetAccess whether a 'visitor,' 'commercial user,' a 'subscriber,' or a 'client' and you are only authorized to use PrivateInternetAccess if you agree to abide by all applicable federal and state laws and be legally bound by the terms and conditions of this Agreement.

CONDUCT

You agree to comply with all applicable laws and regulations in connection with use of this service. You must also agree that you nor any other user that you have provided access to will not engage in any of the following activities:

[Please be considerate of the Internet.](#)

- Sending or receiving unsolicited and/or commercial emails in violation of law, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes";
- Exploiting, possessing, producing, receiving, transporting, or distributing any illegal content, including but not limited to any sexually explicit depiction of children;

Commented [WF3]: Modification of agreement/TOS disclosure.

- Uploading, possessing, receiving, transporting, or distributing any copyrighted, trademark, or patented content which you do not own or lack written consent or a license from the copyright owner;
- Forging headers or otherwise manipulating e-mail identifiers in order to mask or mislead the origins of certain content;
- Interfering with the service to any other user, client, host or network which reduces the quality of service for other clients and users;
- Using the service to engage in Denial-of-service (“DOS”) attacks to any third-parties or to PrivateInternetAccess;
- Accessing data, systems or networks including attempts to probe scan or test for vulnerabilities of a system or network or to breach security or authentication measures without written consent from the owner of the system or network;
- Transmitting any material (by email, uploading, posting, or otherwise) that abuses, bullies, threatens or encourages bodily harm, injury or destruction of property, defames one or more third parties, or promotes any act of cruelty to animals; or
- Accessing the service to violate any laws at the local, state and federal level in the United States of America or the country/territory in which you reside.

EXPORT CONTROLS

The PrivateInternetAccess service offered as part of this Agreement is subject to all relevant United States export control laws and regulations. Company makes no representation that this Site is appropriate or available for use in other locations outside the United States. By using this Site, you represent and warrant that: (i) you are not listed on the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's lists of specially designated nationals, or otherwise denied the privilege of participating in transactions involving the export of U.S.-origin products and services; (ii) you are not located in a country that is subject to embargo by the United States (currently Cuba, Iraq, Libya, North Korea, Sudan, Syria, or the Taliban Occupied Part of Afghanistan); (iii) you are not engaged, directly or indirectly, in the design, development, production, stockpiling, or use of nuclear, chemical, or biological weapons or missiles; and (iv) you will not, without prior authorization from the Bureau of Export Administration, (a) knowingly re-export the technical data received from you to any destination or (b) export the direct product of the technical data, directly or indirectly, to a country listed in Country Group D:1 or E:2 in Supplement No. 1 to Part 740 of the Export Administration Regulations (Albania, Armenia, Azerbaijan, Belarus, Bulgaria, Cambodia, Cuba, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Laos, Latvia, Libya, Lithuania, Macau, Moldova, Mongolia, North Korea, People's Republic of China, Romania, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, or Vietnam).

[Pay attention to import/export rules.](#)

BREACH

PrivateInternetAccess abides by a ZERO TOLERANCE policy relating to any activity which breaches or violates our terms and conditions.

[We can disable your account if you break our rules.](#)

Along with the ZERO TOLERANCE policy, Clients who materially breach the terms and conditions will have their account or a subscription removed without any refund.

Additionally, Client understands that PrivateInternetAccess expressly reserves the right to hold the Client or any third-party using the service on Client's behalf responsible for any and all financial damages and losses which may be incurred arising out of said breach or breaches, including, but not limited to attorneys fees, fees for expert witnesses, court costs, and other charges.

Subscriber understands that PrivateInternetAccess reserves the right in its sole discretion to enforce breaches of this Agreement. Failure to comply with the present Terms of Service constitutes a material breach of the Agreement, and may result in one or more of these following actions:

- Issuance of a warning;
- Immediate, temporary, or permanent revocation of access to PrivateInternetAccess with no refund;
- Legal actions against you for reimbursement of any costs incurred via indemnity resulting from a breach;
- Independent legal action by PrivateInternetAccess as a result of a breach; or
- Disclosure of such information to law enforcement authorities as deemed reasonably necessary. PrivateInternetAccess reserves the right to take any other actions deemed necessary to enforce and protect its rights. **If you find that your PrivateInternetAccess account or subscription has been suspended, then you may contact: helpdesk@privateinternetaccess.com**

Commented [WF4]: Contact for account

SERVICE LEVEL AGREEMENT

Service coverage, speeds, locations and quality are not guaranteed. While PrivateInternetAccess will make every attempt to maintain the Service availability at all times, the Service may be subject to unavailability for numerous reasons including maintenance, emergencies, third party service failures, transmission errors, equipment failures, network issues, interference, natural disaster, amongst other reasons. PrivateInternetAccess does not guarantee that data, messages, or packets will be delivered and shall not be held responsible in the event data, messages, or packets are lost, not delivered, delayed, misdirected or are otherwise inaccessible.

[Sometimes hardware malfunctions - we will do our best to have 100% uptime.](#)

Additionally, we may impose usage limits to our services, suspend or block services, or cancel any and all services at our sole discretion at any time. Finally, we do not guarantee the accuracy and timeliness of any data received.

We make no guarantee that this service will be accessible at any time. However, we will do our best to keep the service up and running for our beloved clients.

CLIENT RESPONSIBILITIES

As a client of PrivateInternetAccess, you are responsible for:

- Maintaining the confidentiality and security of the account you are provided.
- Ensuring that subscriber connections to the PrivateInternetAccess network are limited to no more than five (5) simultaneous connections.
- Providing valid and accurate identifying information related to the user account.

- Liability for any use and/or abuse which occurs while you or any third-party is logged into the PrivateInternetAccess service with your account credentials.

[Please - Try and stay secure.](#)

FEES

You acknowledge that PrivateInternetAccess reserves the right to create a subscription service through one or more third party merchants. With each account you may have only one active subscription at a time. Payments will be charged on the day you sign up for service and will cover use of that service for the duration of one (1) month, six (6) months, one (1) year, or two (2) years depending on the service level plan. A subscription plan is an automatic payment recurring based on the service plan. All accounts are offered as is at the time of purchase. Future services offered by PrivateInternetAccess and London Trust Media, Inc. may not be included with the account. You may cancel the account subscription at anytime; the account will remain active for the remainder of your billing cycle.

[This is a subscription service.](#)

PrivateInternetAccess reserves the right to change the fees at anytime at its discretion. Subscriber understands that PrivateInternetAccess is not obligated to honor errors due to typos and is not responsible for misinformation provided on third party websites or affiliates. Subscriber also understands that any gift-card based transactions for service are not subject to any reductions in price, discounts, promotional rates, or other lowered subscription rates.

Commented [WF5]: Shift the burden of mistakes by PIA VPN onto the consumer.

CANCELLATION

You understand and agree that PrivateInternetAccess shall maintain your email address after your subscription ends. You may access the Client Control Panel to reactivate your subscription at any time.

REFUND POLICY

If you are less than 100% satisfied with the PrivateInternetAccess VPN service, we will gladly refund your payment if the refund is requested within seven (7) days from the date of the purchase. Requests made later than the 7 day purchase date window will be denied. If you have initiated the refund process under this Section, and you fail to provide requested information related to any request for additional information from PrivateInternetAccess sent to your account e-mail address within fourteen (14) days from the date of the request sent by PrivateInternetAccess, you understand that you are forfeiting the entire refund request and that you are not eligible for a refund under this Section. You understand that if you purchase a new account within three months of being issued a refund on a previous account purchase, you will not be eligible for a refund on that new account, even if you request one during or after the seven (7) day period. This does not apply to instances of account subscription renewal payments or billing processor errors, only new purchases.

[If you are any less than 100% satisfied, we will refund you within 7 days of your purchase.](#)

If you are seeking a refund after paying for the Services via a cryptocurrency, then you must provide to PrivateInternetAccess a Wallet address for the refund to be credited.

You understand that by paying for PrivateInternetAccess using cryptocurrency as a transaction method, you are using a payment means that is not backed by an official governmental entity or international financial institution, and that the payment system may be prone to large fluctuations in value in a short period of time. The parties agree that any refunds for transactions using a specific cryptocurrency will be assessed on the cryptocurrency's exchange rate to USD at the time of the refund disbursement, and not at the time of the original transaction or refund request.

OUR RIGHTS

PrivateInternetAccess reserves the right to close your account at any given time without any given notice. While PrivateInternetAccess will, at its best interest, attempt to provide full and complete service to its users, this right is reserved for reasons which may arise at a later date.

[We are allowed to notify you if we're scaling back or shutting down.](#)

Subscriber understands that PrivateInternetAccess also reserves the right to scale back or throttle bandwidth originating from subscriber accounts that may breach the present Agreement or in the event of excessive usage on the PrivateInternetAccess network.

Subscriber also understands that Privateinternetaces for reasons beyond its control may shut down and terminate services. If PrivateInternetAccess ceases operations, subscribers will be notified with at least thirty (30) days advance notice. Subscribers will not be eligible for a pro-rated, partial, or complete refund in the event of a shut down.

WARRANTIES

Subscriber represents and warrants that all of the identifying information provided to PrivateInternetAccess to use the PrivateInternetAccess website is accurate and current and you have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of you hereunder.

[You promise you aren't lying to enter this agreement and you will respect our privacy policy.](#)

As a condition to using the PrivateInternetAccess website or its services, you must agree to the terms of PrivateInternetAccess's privacy policy, [Digital Millennium Copyright Act \("DMCA"\) policy](#), and any modifications and/or updates. You acknowledge and agree that the technical processing and transmission of the Website may involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices. You further acknowledge and agree that other data collected and maintained by PrivateInternetAccess with regard to its users may be disclosed in accordance with the PrivateInternetAccess Privacy Policy.

WARRANTY DISCLAIMER

SUBSCRIBER UNDERSTANDS THAT THE PRIVATEINTERNETACCESS WEBSITE AND SERVICE IS PROVIDED AS-IS. SUBSCRIBER AGREES THAT USE OF THE PRIVATEINTERNETACCESS WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, PRIVATEINTERNETACCESS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. PRIVATEINTERNETACCESS MAKES NO WARRANTIES,

Commented [WF6]: Throttling for breach of contract with terms. I make this note because I have never seen this before.

Commented [WF7]: US law – presumably this agreement applies US data law.

EXPRESS, OR IMPLIED, NOR ANY REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY:

- ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE,
- ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE AND/OR SERVICE, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY,
- ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PRIVATEINTERNETACCESS.COM WEBSITE.PRIVATEINTERNETACCESS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PRIVATEINTERNETACCESS WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PRIVATEINTERNETACCESS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT PRIVATEINTERNETACCESS.COM SHALL NOT BE LIABLE FOR DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

LIMITATION OF LIABILITY

IN NO EVENT SHALL PRIVATEINTERNETACCESS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY USE OF THE PRIVATEINTERNETACCESS SERVICE IN AN AREA OR COUNTRY WHICH PROHIBITS SUCH ACTIONS ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE AND/OR SERVICE

ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PRIVATEINTERNETACCESS.COM WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT PRIVATEINTERNETACCESS.COM SHALL NOT BE LIABLE FOR DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

INDEMNITY

Subscriber agrees to defend, indemnify and hold harmless PrivateInternetAccess, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to the PrivateInternetAccess Website and/or Service;
- your material breach of any term of these Terms of Service;
- your violation of any third party right, including without limitation any copyright, patent, trademark, property, or privacy right; or
- Any claim that your use caused damage or injury to any third party. This defense and indemnification obligation will survive these Terms of Service and your use of the PrivateInternetAccess Website.

[We are not paying your third party fees.](#)

ARBITRATION

Purpose. The term "Dispute" means any dispute, claim, or controversy between you and Private Internet Access regarding the Services or the use of the Services, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this "BINDING INDIVIDUAL ARBITRATION" Section (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced. If you have a Dispute with Private Internet Access, Inc. or any company, subsidiary, parent, vendor associated with Private Internet Access, Inc. that cannot be resolved through negotiation within the time frame described in the "Notice of Dispute" clause below, you and Private Internet Access that you have a Dispute with agree to seek resolution of the Dispute only through arbitration of that Dispute in accordance with the terms of this Section, and not litigate any Dispute in court, except for those matters listed in the Exclusions from Arbitration clause. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

[Disputes may be settled outside of court.](#)

Exclusions from Arbitration. YOU AND PRIVATEINTERNETACCESS AGREE THAT ANY CLAIM FILED BY YOU OR BY PRIVATEINTERNETACCESS IN SMALL CLAIMS COURT ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION.

Commented [WF8]: Opt out for Arbitration – this is important for having a good arbitration clause.

RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION, YOU MUST NOTIFYPRIVATEINTERNETACCESS.COM IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO 4643 S ULSTER STREET, SUITE 1120, DENVER, CO 80237, UNITED STATES, ATTN: LEGAL DEPARTMENT/ARBITRATION AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR PRIVATEINTERNETACCESS.COM ONLINE ID, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH PRIVATEINTERNETACCESS.COM THROUGH ARBITRATION.

Notice of Dispute. IF YOU HAVE A DISPUTE WITH ANY PRIVATEINTERNETACCESS SERVICE, YOU MUST SEND WRITTEN NOTICE TO 4643 S ULSTER STREET, SUITE 1120, DENVER, CO 80237, UNITED STATES, ATTN: LEGAL DEPARTMENT/ARBITRATION, ATTN: PRIVATEINTERNETACCESS.COM: DISPUTE RESOLUTION" TO GIVE PRIVATEINTERNETACCESS.COM THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If PrivateInternetAccess does not resolve your Dispute within 60 days from receipt of notice of the Dispute, you or PrivateInternetAccess may pursue your claim in arbitration pursuant to the terms in this Section."

[No class action lawsuits.](#)

Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND PRIVATEINTERNETACCESS SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION DOES NOT PRECLUDE YOUR PARTICIPATION AS A MEMBER IN A CLASS ACTION FILED ON OR BEFORE AUGUST 20, 2011. THIS PROVISION IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or PrivateInternetAccess elects to resolve your Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), www.adr.org, or JAMS www.jamsadr.com. The terms of this Section govern in the event they conflict with the rules of the arbitration organization selected by the parties.

Arbitration Procedures. Because the software and/or service provided to you by Private Internet Access, you may have a Dispute with concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, applicable

federal or state law may also apply to the substance of any Disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures") shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if your claims do not exceed \$75,000 and you provided notice to and negotiated in good faith with Private Internet Access as described above, if the arbitrator finds that you are the prevailing party in the arbitration, you may be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to PrivateInternetAccess. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration. You or Private Internet Access may initiate arbitration in either Los Angeles County, California or the United States county in which you reside. In the event that you select the county of your United States residence, PrivateInternetAccess may transfer the arbitration to Los Angeles, County in the event that it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.

ASSIGNMENT

The Terms and Conditions contained herein and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PrivateInternetAccess without restriction.

[We can pass this agreement on but you can't.](#)

SEVERANCE

If any term, clause or provision of the present agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

[Just because one part of the agreement is found to not apply, doesn't mean the rest won't.](#)

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, county of Hamilton, without regard to conflicts of law principles. The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Indiana, county of Hamilton. You hereby submit to the jurisdiction and venue of said Courts. You consent to service of process in any legal proceeding.

[We choose the state of Indiana for choice of law.](#)

If Subscriber agrees to all of the foregoing terms and conditions, Subscriber may gain access to and use the PrivateInternetAccess VPN service.

Commented [WF9]: Privacy Policy operates out of the EU – very off that their Term of Service would operate out of Indiana Law.

Additional Comments:

- While PrivateInternetAccess.com is compliant in so far as they have a privacy policy and terms of service agreement, both agreements operate using a different version of the law. The Privacy Policy applies the standard practices of the EU for data protection and the Terms of Service claims that Indiana Law, a state in the United States, applies directly for litigation/arbitration.
 - Another note: specifically, these terms designate Hamilton County, Indiana as the venue for litigation. Chances are unless the plaintiff were located in the same county any litigation would be immediately removed to federal court and federal law would apply.
 - The Hamilton County line would likely only apply to small claims made by individual consumers – but still not likely to be useful at all, as a plaintiff would rather sue in federal court.
- Spelling and grammar were not an issue with the Terms of Service Agreement. It is well written and provides useful notes examining the purpose of each paragraph of the agreement.