

Terms of Use

BY ACCESSING, USING, INSTALLING OR DOWNLOADING KelvinVPN App YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS (AGREEMENT) AND AGREE TO BE BOUND BY THEM AND TO FULLY COMPLY WITH THEM. YOU FURTHER AGREE TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR USE OF KelvinVPN AND YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A BINDING AND ENFORCEABLE LEGAL ELECTRONIC CONTRACT BETWEEN YOU AND US. IF YOU DO NOT AGREE, DO NOT ACCESS, INSTALL, DOWNLOAD OR USE KelvinVPN AS DEFINED BELOW.

1. Service provider

The service Kelvin Virtual Private Network (here and after called KelvinVPN) is hereby offered by Demlabs Inc, 7901 4th Street North STE 300 St. Petersburg, FL. US 33702 (hereinafter called Demlabs Ltd). Demlabs Ltd is authorized to provide Users with KelvinVPN on the basis of the agreement with the owner of KelvinVPN software. The owner of KelvinVPN is Demlabs LLC, Registered Number 1185476068766, Address of the Company's Registered Office: 630090, Office 1105, 11, Nikolaeva Street, Novosibirsk, Russian Federation.

2. Agreement

This agreement is concluded between Demlabs Ltd and you, as User of KelvinVPN.

Demlabs Ltd hereby grants you a personal, non-exclusive, not transferable, limited and revocable license to use KelvinVPN App solely in accordance with the terms of this Agreement. Demlabs Ltd reserves all right, title and interest not expressly granted herein under this license to the fullest extent possible under applicable laws. You may not sublicense, assign, or transfer the license granted to you herein, and any attempt to sublicense, assign, or transfer any part of your rights under this Agreement is void.

You are allowed to use KelvinVPN only if you are legally capacitated and authorized to conclude an agreement with Demlabs Ltd and such conclusion is not forbidden to you according to the applicable laws.

You hereby represent and warrant that you will use KelvinVPN solely for privacy and security needs and in full compliance with all applicable local, state, national, and international laws, rules and regulations. You shall not agree to, nor shall you authorize or encourage any third party to: (i) prevent others from using KelvinVPN; (ii) use KelvinVPN for any fraudulent or inappropriate or illegal purpose (i.e., cyber activity); or (iii) act in any way that violates this Agreement.

The fee may be charged for KelvinVPN license. The sum of fee and other specific conditions depend on fee plan that you choose.

As for all operations with your payment data, they are processed by Demlabs Inc, 7901 4th Street North STE 300 St. Petersburg, FL. US 33702. For all operations, which imply the storage of payment data, Demlabs Inc cooperates with third-party providers, who undertake the separate storage of data.

3. Your data traffic, your data and data security

Demlabs Ltd should provide you with the possibility to perform internet traffic using a computer or other devices in various regions and to keep your IP address hidden. Your data traffic is thus encrypted and cannot be spied out. The goal of KelvinVPN is to protect your privacy but not your devices. KelvinVPN is not meant as an antivirus or antimalware tool.

4. Modifications and Updates

From time to time, Demlabs Ltd at its absolute discretion, can modify KelvinVPN Apps, for example by adding or removing certain functions of VPN or by updating the software.

Demlabs Ltd may, at its sole discretion, provide limited technical support, upgrades and updates for KelvinVPN Apps. In order to enhance and further develop KelvinVPN we may automatically download and install updates and upgrades from time to time. You hereby agree to receive such updates and upgrades as part of your use of KelvinVPN. Additionally, we shall have no obligation to provide support or maintenance for KelvinVPN under this Agreement.

5. External service providers

WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES REGARDING CONTENT, GOODS, SOFTWARE OR SERVICES YOU OBTAIN FROM THIRD PARTY PROVIDERS.

6. Your responsibility

As KelvinVPN may be accessed from all around the world, you undertake to ensure that your use of KelvinVPN will comply with all applicable local laws and regulations. Demlabs Ltd takes no responsibility in enforcing such regulations or restrictions and it is your sole responsibility to ensure compliance with the laws applied to you, which may be different in each jurisdiction from which you use KelvinVPN. You undertake to comply with all applicable laws, rules and regulations and warrant that you will not and will not permit any third party to use the service in any manner that may breach applicable law or infringe third party rights. Without limiting the generality of the above, you undertake and warrant that you will not and will not allow a third party to (A) reverse engineer, disassemble, decompile, translate, reconstruct, transform or extract any portion of KelvinVPN (including without limitation any related malware signatures and malware detection routines), or (B) change, modify or otherwise alter KelvinVPN (including without limitation any related malware signatures and malware detection routines); (C) publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense KelvinVPN; (D) use KelvinVPN to provide or build a product or service that competes with KelvinVPN; (E) contain any unlawful, harmful, threatening, abusive, defamatory or otherwise objectionable material of any kind; or otherwise in any way damage, disable or impair the operation of KelvinVPN; (F) gain or attempt to gain unauthorized access to KelvinVPN or to networks connected to it, or to content stored or delivered through it, by any means, including by hacking, spoofing or seeking to

circumvent or defeat any firewalls or other technological or other protections or security measures.

The present use agreement, the applicable laws and other provisions are binding for you and you are the only one responsible for the observance thereof.

7. Disclaimer

Demlabs Ltd provides no warranty the service or the software. Demlabs Ltd is not liable for damages which may occur following the exposure of the identity or the IP address of the user or the breakdown of individual user device. Moreover, Demlabs Ltd provides no warranty for the availability of certain VPN nodes within KelvinVPN network and for the performance thereof.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, KelvinVPN IS PROVIDED "AS IS" AND Demlabs Ltd MAKES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL CONDITIONS AND WARRANTIES IMPLIED BY STATUTE, COMMON LAW, JURISPRUDENCE OR OTHER THEORIES OF LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF NON INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Demlabs Ltd DOES NOT WARRANT THAT THE OPERATION OF KelvinVPN WILL BE UNINTERRUPTED OR ERROR FREE, THAT IT WILL WORK PROPERLY ON ANY GIVEN DEVICE OR WITH ANY PARTICULAR CONFIGURATION OF HARDWARE AND/OR SOFTWARE, OR THAT IT WILL PROVIDE COMPLETE PROTECTION FOR THE INTEGRITY OF SELECTED DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET.

8. Indemnification

The user is solely responsible for his or her actions when using KelvinVPN.

9. Termination

Prepaid payment plans do not require any termination and end automatically upon expiry of their validity term.

Demlabs Ltd can terminate at any time the Agreement by providing with relevant notice at its discretion.

Demlabs Ltd can also terminate extraordinary at any time the Agreement in case of an atypical use. Upon termination of this Agreement, all licenses granted herein will be terminated and you will no longer have access to KelvinVPN.

10. Amendments

Demlabs Ltd reviews these Terms from time to time and the updated version is always published on our website. Then, you can accept the amendments to be able to further use KelvinVPN.

Service description of KelvinVPN

Demlabs Ltd provides the following services:

1.1 Virtual Private Network

You can connect to Kelvin Virtual Private Network (KelvinVPN) by using an end device via the Internet. For this purpose, Demlabs Ltd makes available the infrastructure, comprising blockchain nodes spread all over the world. We can't predict in advance whether there will be a node in the location where you need to use VPN. However, you can always choose the node nearest to your current location.

1.2 Nodes as servers

KelvinVPN has the decentralized infrastructure based on blockchain nodes. These nodes can be located anywhere. Nodes are devices (PC, smartphones, space in fog services, etc.) provided by anyone who wants to join CellFrame blockchain platform developed by Demlabs Ltd.

Protocols

KelvinVPN applies quantum resistant protocols from the short list of NIST PQC contest. New protocols with post-quantum encryption will be implementing in KelvinVPN on regular basis. Also, KelvinVPN applies garlic packaging with onion routing and other methods of traffic obfuscation to make user's traffic more protected.

2. Access

Your access and use of KelvinVPN is made via the Internet.

You must install KelvinVPN Apps and/or KelvinVPN Client Software.

3. Online Support

Demlabs Ltd may provide you with Online-Help on-demand over the Internet in English.