

This is an archived version of the Terms of Service which is no longer in effect.

NordLayer

TERMS OF SERVICE

Last updated: 14/09/2021

Business agreement

These terms (“**Terms**”) are between Nord Security Inc. (“we”, “us”, “our” or “**NordLayer**”) and the organization agreeing to these Terms (“you” or “**Customer**”). Terms govern access to and use of NordLayer services, which include NordLayer software and any services that NordLayer provide to Customer through software, applications or otherwise (all of which are collectively referred to as the “**Services**”).

Please note that Terms constitute a binding legal agreement between you and NordLayer. By visiting the website, registering for, installing and (or) using Services on any platform or device you agree to be bound by these Terms. It is only under these Terms that NordLayer allows Customers to use Services. If you do not agree to these Terms or any provisions hereof, please do not install and do not use our Services.

When you are agreeing to Terms for use of the Services by an entity, you are agreeing on behalf of that entity. You must have the authority to bind that entity to these Terms, otherwise you must not sign up for the Services.

NordLayer Services are developed for use of businesses and organizations. To the maximum extent permitted by law you hereby acknowledge and agree that consumers’ laws are not applicable to these Terms.

You are not allowed to connect and use Services if you are a competitor of our business and (or) are using our Services in order to gain information to be used for unfair competition, if you have been or are prohibited to access the Services, or if your account has been suspended or closed due to any reason.

Our Privacy Policy is published on our website <https://nordlayer.com> (“**Website**”) and is hereby incorporated into and subject to provisions of these Terms by this reference. By using NordLayer, Customer acknowledges, accepts and agrees with all provisions of the Privacy Policy.

Services

Services are transitory digital network communications services, which enhance internet security and privacy. Under Terms, at your individual request and at your sole discretion we provide Services for your exclusive use. NordLayer is a provider of the Services, but its Customers have a duty to comply with all applicable laws and regulations when using the Services. NordLayer will not be liable in any way or form for actions done by its Customers while using Services, including criminal liability and civil liability, for harm executed, intended or otherwise.

License to use Services. We grant you a non-exclusive, recoverable, non-transferable, non-sublicensable worldwide license to use the NordLayer software solely in connection with the Services and in accordance with these Terms.

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Support. NordLayer will provide priority business support to Customer's administrators and end users. For the purpose of these Terms, "end user" means users of Customer's Services account. Customer may create end user accounts through admin panel. Customer is responsible for maintaining the confidentiality and security of passwords and accounts and managing access to admin panel. NordLayer is not responsible for internal management or administration of Services for Customer.

Customer will, at its own expense, be responsible for providing support to its end users regarding issues that are particular to end users' access to the Services (e.g., resetting passwords, suspending accounts). Customer will use reasonable efforts to resolve any such support issues before escalating them to NordLayer.

NordLayer allows a maximum of six simultaneous connections per one end user account. That includes proxy connections, and each of them counts as a separate slot.

Customer obligations

Customer is responsible for (a) duly payment of all fees relating to Customer's use of the Services; (b) administering all end users' access to Services and promptly notifying NordLayer of any unauthorized use of or access to the Services; (c) maintaining the confidentiality and security of passwords and accounts and managing access to admin panel; (d) maintaining accurate and current account and contact information for each admin account; and (e) ensuring that any and all use of Services complies with these Terms and applicable laws.

Restricted uses. Customer will not, and will ensure that end users or its affiliates do not: (a) offer for sale or lease, sell, resell or lease access to the Services; (b) attempt to reverse engineer Services or any software or other components used therein or assist anyone else in doing so; (c) use Services in a manner or under circumstances where use or failure of Services could lead to death, personal injury or physical damage; or (d) use Services in a manner that would violate applicable laws; (e) attempt to create a substitute or similar service through the use of, or access to, the Services or NordLayer; (f) use Services for crawling, scraping or other such automated means in any form or scale; (g) violate general ethic or moral norms, good customs and fair conduct norms; or (h) otherwise infringe or circumvent these Terms.

NordLayer does not tolerate any unlawful, illicit, criminal or fraudulent activities perpetrated by using the Services. Customer has the sole control to select the persons and enable them to use the Services, effectively making them end users. Customer is therefore responsible for use of the Services by respective end users. Customer will comply with laws and regulations applicable to Customer's use of the Services. Customer will not take any action that would cause NordLayer to violate any applicable laws. If an end user: (a) violates these Terms; or (b) uses Services in a manner that NordLayer reasonably believes will cause its liability, then NordLayer may request respective Customer to suspend or terminate the end user's account. If Customer fails to promptly suspend or terminate such end user's account, then NordLayer may terminate it itself. Such failure to act by Customer might be treated as a material breach of Terms at NordLayer sole discretion.

Ownership. Intellectual property rights

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By accessing and using this Website and by using Services, you accept and acknowledge that NordLayer Services, including, but not limited to, the appearance, content, selection, assembly and functionality and any other parts or specifics of the Website and Services, are the sole ownership of NordLayer (despite whether the specific content is individually protected by copyright or other intellectual property rights).

Except as expressly set forth herein, these Terms do not grant either party any rights, implied or otherwise, to the other's intellectual property. No title to or ownership of or any other rights in or to NordLayer or software provided by NordLayer to access the Services is transferred to Customer under these Terms.

Name and Trademarks. Customer hereby grants to NordLayer a non-exclusive, irrevocable (during the Subscription Period), worldwide, royalty-free license to use (including, reproduce, modify, make available) Customer's name, primary logo or other trademarks solely for the purpose of identifying you as our Customer, with or without your testimonials and without any other restrictions. Rights granted in previous sentence include our right to include you in any customer list on our website or application.

Feedback. You hereby grant us a perpetual, irrevocable, worldwide license to use any Feedback you communicate to us during the Subscription Period, without compensation, without any obligation to report on such use, and without any other restriction. "Feedback" refers to any suggestion, comment, recommendation, or idea arising out or in connection with the performance of these Terms, including without limitation all intellectual property rights in any such suggestion, comment, recommendation, or idea.

Third party requests

Customer acknowledges and agrees that it is responsible for responding to a request from a third party for records relating to Customer's or an end user's use of Services (including but not limited to criminal or civil subpoenas or other legal process requesting Customer or end user information) ("**Third Party Request**"). If NordLayer receives a Third Party Request, NordLayer will, to the extent allowed by law and by terms of the Third Party Request, direct the third party to Customer to pursue the Third Party Request. NordLayer retains the right to respond to Third Party Requests for Customer's information where NordLayer determines, in its sole discretion, that it is required by law to comply with such a Third Party Request.

Payments

CUSTOMER ACKNOWLEDGES THAT CUSTOMER AND ITS END USERS MAY LOSE ACCESS TO SERVICES IN THE EVENT THAT CUSTOMER FAILS TO PROVIDE TIMELY PAYMENT.

Services are subscribed on a service period basis. Customer chooses the service period and the payment method when signing up for the Services. In case it is technologically available depending on the selected payment method, subscription to the Services and therefore payments will be recurring, meaning that your chosen payment method will be charged at the beginning of each service period, repeating the length of the previous service period, unless you decide to cancel your subscription for the Services. Fees are non-refundable except as required by law or as otherwise specifically permitted in these Terms.

Refunds

If you wish to claim a refund, you can do so within 14 days following your initial purchase of our Services. We seek your full satisfaction with our Services and we would like to troubleshoot an issue you experience first. There are common service configuration issues that may hinder the Services for you, and we resolve most issues encountered.

Refunds will not be provided after the 14 days term from the initial purchase, Services' subscription automatic renewal does not restore the Customer's right to request a refund. Payments made in cryptocurrency, using prepaid cards or gift cards will not be refunded as well. You have a right to cancel your account at any time. You can cancel a recurring subscription by contacting our Customer Support. Canceled accounts will not be refunded for the unused part of the ongoing service period. No refunds will be considered for accounts terminated for violation of these Terms.

Services purchased via third parties are subject to their refund policies. NordLayer cannot refund any purchases made from our resellers and other third parties. In such cases, refunds are handled according to the terms of service of the reseller or other third party from which the Services were purchased.

Taxes

Any fees charged by us are exclusive of taxes. We may calculate and add any taxes and / or additional fees, including, but not limited to sales tax, value added tax and other taxes or fees under laws applicable to you. Such taxes and fees will be calculated according to the billing information provided by you to NordLayer at the time of purchase.

Each party shall be responsible for paying all local, state, federal or foreign taxes, duties or levies, due in relation to amounts collected by it. All payments to be made under these Terms shall be free and clear of any and all taxes, levies, duties, imports, fees or other charges. Where any sum due to be paid hereunder is subject to any withholding tax, Customer may be entitled to deduct it from the amount payable to NordLayer under condition that it duly provides NordLayer with the proper required certificate and shall take all other actions to enable NordLayer to take advantage of any applicable double taxation agreement or treaty.

Changes in fees. We may change the price of our Services from time to time and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will provide you with advance notice of changes in recurring subscription fees. Any increase in charges for the same Service would not apply until the expiration of your then current billing cycle, unless otherwise specifically provided in our notice to you, and would become effective no sooner than the next time you would be charged for that Service. If you do not agree with the new price or other applicable charges, you may elect not to renew Service subscription before the price change goes into effect, such cancellation becoming effective at the expiration of your then current subscription period.

Term

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These Terms shall be effective upon the date Terms are accepted by Customer and, if the Service period has not been renewed, until the end of the subscription period chosen by Customer upon registration ("**Subscription Period**"), unless and until terminated in accordance with the provisions of Section "Termination". Effective date may differ in case of transition period is clearly defined at the beginning of the Terms.

Automatic Renewals. Following the initial Subscription Period, the subscription to the Services will automatically renew repeating the length of the previous Subscription Period, unless either party gives the other written notice of termination prior to the expiration of the then-current Services term.

Termination

Either party may terminate these Terms if: (a) the other party is in material breach of Terms and fails to cure that breach within thirty (30) days after receipt of written notice; or (b) the other party ceases its business operations or becomes subject to insolvency, bankruptcy, winding-up or similar proceedings and the proceedings are not dismissed within ninety (90) days. NordLayer may terminate these Terms and suspend Customer's access to the Services if required to do so by law or for conducting criminal or illegal activities by Customer or its end users when using Services if reasonably suspected by NordLayer.

Consequences of termination. After termination of Terms for any reason whatsoever and without prejudice to any other applicable provisions set forth in these Terms: (a) except as set forth in this Section, the rights and licenses granted by NordLayer to Customer will cease immediately; (b) following termination of Terms NordLayer shall delete or otherwise make unrecoverable and (or) anonymized any end user accounts and other data relating to Customer's account in a commercially reasonable period, except for copies as authorized under these Terms, or as required to be retained in accordance with applicable law; (c) all provisions of these Terms which by their nature are intended to continue in effect after the expiration or termination and all rights and remedies of the parties that accrued up to the termination date or by virtue of the termination or expiration will survive the termination date.

Confidentiality

Confidential Information shall mean and include all data and information disclosed by a party to the other party during the Subscription Period and (or) pre-contractual relationship (whether written or oral, regardless of the way in which it has been provided), information designated as confidential by either party and all other information which relates to the business, affairs, customers, products, development, know-how, trade secrets and personnel of either party ("**Confidential Information**").

The receiving party shall: (a) keep Confidential Information in strict confidence; (b) not disclose any of the Confidential Information in any manner to any third party; (c) use Confidential Information solely for the purposes established in these Terms; (d) adopt the measures necessary to protect Confidential Information received from the disclosing party against disclosure, which shall represent at least the same degree of care as used to protect its own confidential information; (e) communicate and allow access to Confidential Information solely to those employees, individuals and legal entities providing services to the receiving party which may require it for the purpose of providing Services; each party shall be responsible for any

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breach of the confidentiality obligations by the individuals or legal entities to whom it has communicated the Confidential Information; (f) make no copies of any Confidential Information or alter, modify or in any other way change it without the disclosing party's prior consent; (g) not assert any claim of title or ownership to the Confidential Information or any portion thereof.

The confidentiality obligations shall not apply to that information which: (a) is or becomes publicly available other than as a result of a breach of Terms by the receiving party; (b) is already in the receiving party's lawful possession prior to disclosure by the disclosing party or is independently derived by the receiving party without the aid, application or use of the Confidential Information or other than by breach of these confidentiality obligations; (c) is lawfully disclosed to the receiving party by a third party on a non-confidential basis; or (d) is necessary to allow a party to comply with applicable law, decision by a court or, requests from government agencies or third parties, that such party determines require disclosure, but only after first notifying the other party of the required disclosure, unless such notification is prohibited.

Disclaimer of warranties

THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS". TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE NEITHER WARRANT NOR REPRESENT THAT SERVICES WILL MEET ALL REQUIREMENTS OF CUSTOMER OR ANY END USER, OR THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE AND SERVICES WILL BE CORRECTED.

YOU ACKNOWLEDGE THAT WE DO NOT HAVE CONTROL OVER YOUR USE OF THE SERVICES. CUSTOMER IS RESPONSIBLE FOR USING SERVICES OR SOFTWARE IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN.

Limitation of liability

There are inherent risks in relying upon, using, transmitting or retrieving any data and (or) content on the internet, and we urge you to make sure you understand these risks before using NordLayer Services.

TO THE FULLEST EXTENT PERMITTED BY LAW NORDLAYER AND ITS AFFILIATES, SUPPLIERS, RESELLERS AND DISTRIBUTORS WILL NOT BE LIABLE UNDER THESE TERMS FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE); OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NORDLAYER AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO

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NORDLAYER UNDER THESE TERMS DURING THE TWELVE-MONTH PERIOD PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES.

Indemnification

By Customer. Customer will indemnify and hold NordLayer harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim, judgment or proceeding against NordLayer and its affiliates resulting from or related to Customer's or Customer's end users' use of Services in violation of these Terms.

By NordLayer. NordLayer will indemnify and hold Customer harmless from and against all liabilities, damages and costs arising out of any claim, judgment or proceeding against Customer and its affiliates resulting from or related to allegation that NordLayer' technology used to provide Services to Customer infringes or misappropriates any copyright, trade secret, patent, or trademark right of a third party. In no event will NordLayer have any obligations or liability under this section arising from the use of any Services in a modified form or in combination with materials or services not furnished by NordLayer. NordLayer liabilities, damages and costs under this provision are limited to the same amount as foreseen in section "Limitation of liability".

The indemnified party will promptly notify the indemnifying party of all claims of which it becomes aware and will: (a) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all claims, and (b) be entitled to participate at its own expense in the defense of all claims. The indemnified party agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all claims provided. The indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party, without the indemnified party's prior written consent. THE INDEMNITIES ABOVE ARE CUSTOMER'S ONLY REMEDY UNDER THESE TERMS FOR VIOLATION BY NORDLAYER OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

General terms

Disputes; Governing law. The parties shall endeavor in good faith to resolve any dispute, claim, controversy, or disagreement relating to or arising out of these Terms, or the subject matter of these Terms ("**Dispute**"), by negotiation. Any Dispute which remains unresolved 30 (thirty) days after either party gives written notice of the existence of such Dispute, may be referred for final resolution by the competent courts of England and Wales in London, United Kingdom. The proceedings shall be held in English language. The parties agree that these Terms will be governed by the laws of England and Wales.

Class action waiver. Where permitted under the applicable law, class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in such representative capacity are not allowed. Unless both Customer and NordLayer agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Modification. NordLayer may revise these Terms from time to time without any liability and the most recent version will always be posted on NordLayer Website. The amendment of Terms may be communicated to you by sending an email or by publishing the updated Terms on the

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NordLayer Website. Revised Terms will not be applied retroactively and, if not stated otherwise, will become effective from the day they are updated. Customer's continued use of Services after the effectiveness of any update will be deemed to represent Customer's consent to be bound by, and agreement with, the amended Terms.

Notices. Any notice required or permitted to be given hereunder shall be given in writing by personal delivery, by e-mail or by world-recognized courier delivery. Notices to Customer may also be sent to the applicable account email address and are deemed given when sent. Notices to NordLayer in any case must also be sent to support@nordlayer.com and are deemed given the next business day from such notification.

Communication. When communicating with our customer support or other representatives or employees, you agree to be respectful and kind. If we feel that your behavior towards any of our representatives or employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

Data Protection. Customer is responsible for obtaining any consents in accordance with applicable data protection laws from its end users and (or) providing all necessary information to its end users relating to the processing of their personal information. If the provision of Services to Customer is subject to the EU General Data Protection Regulation (2016/679), NordLayer Data Processing Agreement, as published on our Website, forms part of these Terms between NordLayer and Customer.

Entire agreement. These Terms will constitute the entire understanding and agreement between the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, arrangements and agreements, either oral or written, between the parties with respect to the subject matter thereof. All attachments to Terms, Privacy Policy, Data Processing Agreement (if applicable) and Customer invoices executed by the parties, are hereby incorporated into Terms by this reference.

Independent contractors. Nothing in these Terms shall be considered as grounds for partnership, agency, distribution, joint venture or similar relationship between you and NordLayer.

Assignment. Neither party shall assign these Terms or any right or interest under these Terms, nor delegate any obligation to be performed under these Terms, without the other party's prior written consent. NordLayer can assign its rights and obligations under these Terms to selected third party without Customer's consent in case of corporate reorganization, merger, acquisitions, sale or transfer of all, substantially all or part of its assets.

Third parties. Customer acknowledges and agrees that NordLayer uses third party services providers (including but not limited to servers' services providers) to provide Services and will not be held liable for third party services providers' actions or inaction beyond reasonable NordLayer control.

Force majeure. If either party is prevented from performing any portion of these Terms (except for payment obligations) by causes beyond its reasonable control, including, without limitation, failures of telecommunication or internet service providers, labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of

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God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

Waiver. The failure by either party to exercise or the delay in exercising any right or remedy provided by these Terms or by applicable law shall not constitute or be construed as a waiver of that right or remedy, a waiver of any other right or remedy or in any way affect the validity of these Terms.

Severability. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

If you have questions or concerns regarding these Terms please contact us at support@nordlayer.com.

Older versions:

NordVPN Teams Terms of Service as updated on 02/08/2021

NordVPN Teams Terms of Service as updated on 08/10/2020