

OPENVPN TERMS OF USE

Effective April 12, 2024

These Terms of Use and the [Products and Services Agreements](#) below (collectively, the “**Terms**”) govern your use of and access to our websites (the “**OpenVPN Sites**”), our web-based applications and products, customer support, discussion forums and other interactive areas or services, and services such as **CloudConnexa®** (collectively, the “**Products and Services**”), your use of and display our **OpenVPN®** trademark, our logos and other trademarks (the “**Trademarks**”) and your display of notices and licenses related to that open source versions of our OpenVPN software.

By using the OpenVPN Sites in any manner (such as by viewing its content, downloading any software, documents, information, or other materials (**referred to collectively as “Content”**) or ordering any Products and Services), using any Products and Services, or using the Trademarks and the OpenVPN software, you are agreeing to these Terms of Use. If you do not accept these Terms of Use and do not intend to be bound by them, you must not use the OpenVPN Sites in any manner.

By using this website, you affirm that you are of legal age to enter into these Terms of Use, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use. If you are using an OpenVPN Site on behalf of a trust, partnership, for profit entity or not-for profit entity, unincorporated association, government agency (each of which we refer to as an “Entity” in these Terms of Use), you represent that you have the authority to bind that entity to these Terms of Use.

1. Definitions. As used in these Terms of Use: (a) the words “we”, “us”, “our”, and “OpenVPN” mean and refer to OpenVPN, Inc., a Delaware corporation; and (b) the words “you” and “your” mean the person accessing and using the OpenVPN Site and its Products and Services.

2. Products and Services Agreements. Our Products and Services are licensed, not sold, to you pursuant to agreements governing those licenses. When you order a Product or Service, you will consent to one or more of these agreements that are applicable to that Product or Service and complete a Product and Service Order. These agreements (which are collectively referred to as the “**Product and Service Agreements**” in these Terms of Use) include the following:

- a. Master Product and Service Agreement
- b. Product and Service Order
- c. CloudConnexa End User License Agreement
- d. OpenVPN Access Server End User License Agreement
- e. Service Level Agreement
- f. OpenVPN Business Associate Agreement for Protected Health Information

- g. OpenVPN Data Processing Agreement, with addendum agreements applicable to specific jurisdictions where OpenVPN stores or processes data, including personal information.
- h. Open-source licenses for non-commercial versions of the OpenVPN software.

The terms of the applicable Product and Services Agreements are incorporated by reference into these Terms of Use. If there is any conflict between a provision in an applicable Product and Services Agreement and a provision of these Terms of Use, that applicable Product and Service Agreement will control.

3. Changes to Terms of Use. We may make changes to these Terms of Use at any time in our discretion. If we do so, we will notify you by revising the date at the top of these Terms of Use and, in some cases, we may provide you with additional notice. We will not make changes that have the effect of imposing additional fees or charges on you without providing additional notice. Unless otherwise noted in that notice, the amended Terms of User will be effective immediately, and your continued access to and use of the OpenVPN Sites and Content, and use of Products and Services will confirm your acceptance of the changes. If you do not agree to the amended Terms of Use, you must stop using the OpenVPN Sites, Content, Products and Services and, if applicable, cancel your subscription; however, no change to these Terms of Use will affect your or our rights and obligations under an applicable Product and Service Agreement unless that Product and Service Agreement is also amended in the manner provided in that agreement.

4. Privacy

- a. Information about how we collect, use, share, or otherwise process information about you and your use of the Products and Services is in our Privacy Policy at <https://openvpn.net/privacy-policy/>. You have the option to manage information preferences concerning our use and storage of your personal information – please contact your OpenVPN support representative.
- b. In some countries, the law requires that we enter into a data protection agreement with you if we handle personal information (as defined in the Product and Service Agreement) as a part of the Services we provide or as a feature of a Product. These OpenVPN Data Processing Agreements are located at <https://openvpn.net/legal/>

5. Intellectual Property Rights and General Licenses

- a. We, or in certain instances our licensors, own all Content and the copyrights, trademarks, and other intellectual property rights in that Content. You may not copy, redistribute, use or publish any of the Content, except as allowed by [Section 6 \(Use of OpenVPN Sites\)](#) and in accordance with the [OpenVPN Trademark and Copyright Policies](#).

- b. OpenVPN® and the keyhole logo are registered trademarks of OpenVPN, and we own all rights in those trademarks under the laws of the United States and other countries. The GPLv2 is the open-source license that covers your rights to use, modify, publish, distribute, market, and create derivative works based on the OpenVPN® Community Software. Neither the GPLv2 license nor any other open-source license applies to your use of any OpenVPN Trademark. Your use of any Trademark in connection with any software product based on the OpenVPN Community Software must comply with the [OpenVPN Trademark and Copyright Policies](#), and all other uses of the Trademarks are prohibited without our prior written consent.

6. Use of OpenVPN Sites and Limitations. You may use the OpenVPN Sites to order Products and Services and, to the extent that a Product or Service involves the use of the OpenVPN Sites, access and use those OpenVPN Sites for the purposes related to those Products and Services. You agree that you will not:

- a. copy or print any portion of the OpenVPN Sites (including any pages or Content) other than small portions of the OpenVPN Sites for personal, non-commercial use;
- b. republish, display, distribute, transmit, sell, rent, lease, loan, or otherwise make available in any form or by any means all or any portion of the OpenVPN Sites or Content;
- c. use the OpenVPN Sites or Content to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource that is offered for commercial distribution of any kind other than as permitted under the open-source license governing the use of OpenVPN® Community Software or any other software that we license under an open-source license;
- d. create compilations or derivative works of any Content other than as permitted under the open-source license governing the use of OpenVPN® Community Software or any other software that we license under an open-source license;
- e. use any content in any manner that infringes, misappropriates or violates any intellectual property right or any other right of us or any third party;
- f. remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the OpenVPN Sites or any Content;
- g. make any portion of the OpenVPN Sites available through any timesharing system, service bureau, the internet or any other technology now existing or developed in the future;
- h. remove, decompile, disassemble or reverse engineer any OpenVPN Site's software or Content or use any network monitoring or discovery software to determine the OpenVPN Site's architecture or the architecture of any Content;

- i. use any automatic or manual process to harvest information from any OpenVPN Site;
- j. upload, transmit, store, or make available any content or computer software code contains viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Products or Services;
- k. use an OpenVPN Site to gather information for or transmit (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; or (3) unsolicited telephone calls, electronic messages, or facsimile transmissions;
- l. create accounts with OpenVPN for the purpose of violating these Terms of Use, any Product and Service Agreement, or our policies, such as by creating fake accounts or accounts with false or misleading information;
- m. use an OpenVPN Site or any Content in a manner that violates any United States state or federal law; or
- n. export or re-export the OpenVPN site any content or any portion thereof in violation of the export control laws or regulations of the United States.

7. Linking. You may provide links to OpenVPN Sites on your website if: (a) you do not remove, obscure or alter, by framing or otherwise, trademark and copyright symbols and notices, and other notices that appear on the OpenVPN Sites, and (b) your site is not used to engage in illegal or pornographic activities or other activities that violate the rules for [Use of OpenVPN Sites](#). If we conclude in our discretion that you or your website may be violating the preceding sentence, you must immediately discontinue providing links to all OpenVPN Sites upon us notifying you that you are to do so.

8. Advertising. The OpenVPN Sites may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the OpenVPN Sites is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

9. Payments

- a. **Taxes and Third-Party Fees.** Unless the Product or Service Order specifically states otherwise, you must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, VAT, foreign exchange fees, and foreign transaction fees) for any Product or Service. We are not responsible for these fees.
- b. **Credit Card Information.** You authorize us or our authorized vendor(s) to store your payment method and use it in connection with your use of the Services and Software. To avoid interruption of your service, we may participate in programs supported by your card provider to try to update your payment information. You authorize us or our authorized vendor(s) to continue billing and charging your

account for amounts owed with the information that we obtain. You warrant that any credit information you supply to us is true and complete and that the charges you incur will be honored by your credit card company.

10. Accounts. Certain Products and Services require you to register for an OpenVPN account ("Account"), and registration may be required for full functionality of certain Products and for product and technical support. You agree to provide us with your name or the name of the entity you represent, mail and email address, telephone contact information, and a valid form of payment. You may also be requested to provide additional information. You warrant that all such information will be accurate and complete. Our obligations concerning the use and disclosure of your account information are in the OpenVPN Privacy Policy and any applicable Data Processing Agreement. We do not permit: (a) any other person using the registered sections of your account under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use. We may terminate your OpenVPN account immediately on notice to you if we become aware that you have violated this Section 10.

11. Reporting of Illegal Activity. We reserve the right to investigate complaints or reported violations of these Terms of Use, including actions that may be unlawful. We reserve the right to take any action we deem appropriate in response to any such violations, including reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information. By accessing the OpenVPN Sites or any of the Content, you waive all objections to our taking of these actions in these situations.

12. Indemnification. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim(s), demand(s), loss(es), or damage(s), including reasonable attorneys' fees, arising out of, or related to your violation of these Terms of Use. Your and OpenVPN's rights and obligations concerning indemnification relating to any Product or Service are governed by the indemnification provisions of the applicable Product and Service Agreement. Our obligations to indemnify you for loss or improper use and disclosure of personal information are governed by our Privacy Policy and the applicable Data Processing Agreement.

13. Warranties

- a. **General Warranties – Disclaimer.** The OpenVPN Sites and all Content are made available and provided "AS IS" without any express or implied warranty of any kind. Without limiting the scope of the previous sentence, we disclaim all warranties of merchantability, fitness of the OpenVPN Sites and Content for any particular purpose, and warranties of non-infringement of intellectual property rights of the OpenVPN Sites and Content. We do not represent or warrant that the OpenVPN Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not warrant that the Content will be correct, accurate, timely or otherwise reliable.

- b. **Products and Services.** Warranties for Products and Services are in the Product and Services Agreement and govern those warranties to the exclusion of this Section 13.

14. Third-Party Content. Third-party content may appear on the OpenVPN Sites or may be accessible via links from the OpenVPN Sites. Although we attempt to prevent illegal or inappropriate content from appearing on the OpenVPN Sites, we are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations, or any other form of third-party content that might appear on an OpenVPN Site or on any website that is accessible by links to an OpenVPN Site. The information and opinions in the third-party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our beliefs or opinions.

15. Limitation on Liability.

- a. **General Limitation.** Our aggregate liability to you for monetary damages of any kind for violation of these Terms of Use or that arise out of your use of or relate to the OpenVPN Sites or the Content will not exceed \$500.00, regardless of the nature of the claim (including negligence).
- b. **Exclusion of Liability for Errors or Inaccessibility.** We will not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (i) any errors in or omissions from the OpenVPN sites or Content; or (ii) the unavailability or interruption of the OpenVPN Site of Content.
- c. **Exclusion of Certain Liabilities.** To the extent permitted by applicable law, neither you nor OpenVPN shall be liable to the other or to any third party for any indirect, incidental, special or consequential damages, including damages for lost business or profits, regardless of the nature of the claim (including negligence), even if those damages were foreseeable or the other party has been advised of the possibility of such damages. For the purpose of clarification, the previous sentence will not limit the right of a party to indemnification under [Section 12 \(Indemnification\)](#). Neither you nor OpenVPN will be liable to the other party for punitive or exemplary damages regardless of the nature of the claim asserted, and each party irrevocably waives all claims to such damages to the extent such damages may be waived under applicable law.
- d. **Limitations on Liability for Products and Services.** The provisions of the applicable Product and Services Agreements govern the limitations on and exclusions liabilities of the parties related to those Products and liabilities to the exclusion of this Section 15.

16. Information you Provide.

- a. **No Limitations on Our Use.** Other than information you provide to us in connection with providing you Products or Services, which will be governed by

the applicable Product and Services Agreements, and other than personal information that is subject to protection under our Privacy Policy, none of the information that you provide to us through the OpenVPN Sites will be deemed confidential or proprietary, and you agree not to provide to us any information you consider to be confidential or proprietary to you or any other person. We may use without limitation and without compensation to you or any other person all such information you provide to us (such as remarks, suggestions for product features or improvements, and ideas related to products, advertising, logos, and designs), including by incorporating those ideas into Products and Services we offer.

- b. **Your Representations.** You represent that you have a legal right to convey to us all information that you provide to us through the OpenVPN Sites. You represent that none of this information is false, misleading, conveyed in violation of the trade secret or other proprietary rights of others, conveyed in violation of any non-disclosure agreement or law, defamatory, or violate the rights of privacy of others.

17. Third-Party Products and Services. We may allow third-party product or service providers ("Merchants") to use the OpenVPN Sites to market products and services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of or purchase from such merchants is at your sole risk and is without warranties of any kind by us, expressed, implied or otherwise including warranties of title, fitness for purpose, merchantability, or non-infringement. Under no circumstances are we liable for any damages arising from transactions between you and merchants or for any information appearing on any OpenVPN Sites related to that merchant or any merchant sites that contain links to any OpenVPN Sites. All Merchants are independent businesses that are unaffiliated with OpenVPN.

18. Refund and Return Policy

- a. **Specific Products and Services.** If the Product and Service Order under which you acquired a license to a Product or Service provides for a different cancellation period or refund terms, the terms of that Product and Service Order will govern to exclusion of this Section 18.
- b. **General Policies.** If you wish to cancel your subscription to an OpenVPN product for any reason, we will refund the purchase price you paid for the product if you make your refund request to us within 30 days of the date of purchase. We will not provide refunds for cancellations or returns of products on renewed subscriptions or for refunds requested more than 30 days after the date of purchase other than in cases where we determine that the product is defective, in which case we will refund the balance of the purchase price attributable to the remainder of the subscription. Refunds for Standard Non-Subscription License Key(s) also called Fixed License Key(s) "fixed" license keys will only be permitted if the license key(s) have not been activated on a server. Refund requests must be made to us in writing by email directed to sales@openvpn.net

explaining the reason for the refund request and, in the case of any refund due to a defective product, a description of the defect. Refunds on products are subject to the condition that you return the product to us in substantially the same condition as you purchased it. We will promptly respond to refund requests and use commercially reasonable efforts to do so within 30 days of the date the request was made.

- c. **Third Party Products.** Please note that certain products and services mentioned on the OpenVPN Sites are sold by third parties or are linked to third-party websites. We have no responsibility or liability for those products or services and you will need to obtain refunds for purchases of those products and services from the provider directly.
- d. **Further Information.** You may obtain additional information concerning our refund and return policy, including our mailing address, by contacting us at <https://support.openvpn.com/>

19. Consent to Electronic Communications. By using the OpenVPN Sites and the Content, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

20. Press Releases. We post press releases and other public announcements on the OpenVPN Sites from time to time. We disclaim any obligation to update these press releases and announcements. We may provide links to or republish press releases and other announcements from third parties. We are not responsible for the truth, accuracy, or completeness of those press releases and announcements.

21. OpenVPN Trademark and Copyright Policies. The following are OpenVPN’s policies concerning the use and display of its Trademarks and Copyright notices by developers creating and advertising software products using the OpenVPN Community Software that is licensed on an open-source basis.

a. **Use of OpenVPN Trademark**

If you use the “OpenVPN” trademark in any way that identifies product or service, you must include the trademark “®” symbol and a notice stating that OpenVPN is a registered trademark of OpenVPN Inc. The following are examples of correct and incorrect uses of “OpenVPN.”

Correct: OpenVPN®

Incorrect: OpenVPN

Required statement: “OpenVPN® is a registered trademark of OpenVPN Inc.”

The above required statement must always appear as complete sentences and must appear on the copyright page and the page of the material in which OpenVPN® is mentioned.

An exception to this requirement is that persons writing product reviews, news articles, articles for scholarly publications, or in legal documents may use “OpenVPN” without the statements above if that use is limited solely to describing the OpenVPN Community software.

b. Use of Other OpenVPN Trademarks.

You may not use the OpenVPN keyhole logo or any other trademark of OpenVPN without the prior written consent of OpenVPN. If we grant you that permission, your use of that logo or other trademark will be subject to the same rules concerning the display of the registered trademark symbol and the inclusion of the required statement as is applicable to the OpenVPN word trademark.

You may never use any Trademark in a way that implies that you or the products and services you offer are endorsed by, sponsored, or affiliated with OpenVPN, without the prior written consent of OpenVPN.

To ensure compliance with these Trademark and Copyright Policies, you agree to provide samples of any marketing, advertising, and material you are using that displays the Trademarks to us upon our request. If we determine that your use of the Trademarks violates these Trademark and Copyright Policies, may damage the reputation of OpenVPN and its Products and Services, violates these Terms of Use, or otherwise violates our rights as the owner of the Trademarks, you will immediately cease such use of the Trademarks.

c. Copyright Notices.

If you copy or display any portion of the OpenVPN Sites or its content, you are to display the following copyright notice on that copy or display. “© 2002-2024 OpenVPN Inc. All Rights Reserved.” Nothing in this paragraph will permit you to copy or display any portion of the OpenVPN Sites or Content in a manner that is otherwise not permitted in these Terms of Use.

d. OpenVPN Community Software Distribution and Copyrights

You must always comply with any version of the GNU General Public License applicable to any copyright or copyrightable work released by OpenVPN Inc. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain our copyright notice and the disclaimer as listed below.
- Redistributions in binary form must reproduce our copyright notice and disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name OpenVPN nor the names of its contributors may be used to

endorse or promote products derived from this software without specific prior written permission.

Some Products may include technology components governed by the GPL license. You may only use these GPL components in accordance with the GPL license agreement.

e. Changes to Trademarks

We may modify or discontinue use of any Trademark at any time in our discretion.

f. Questions

If you have questions about our Trademark and Copyright Policies, you may contact us at sales@openvpn.net. Subject line: Official OpenVPN Trademark and Copyright Use Request.

22. Dispute Resolution

Except as provided below, all controversies and claims arising out of or relating to these Terms of Use will be resolved by binding arbitration, conducted under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) judicial Mediation and Arbitration Service (JAMS) under its Comprehensive Arbitration Rules and Procedures as in effect from time to time. A copy of the current version of these rules is at <https://www.jamsadr.com/rules-comprehensive-arbitration>. The arbitration will be conducted by means of remote video communication and not at a physical location unless the parties otherwise agree. The arbitrator shall have the authority to determine an appropriate remedy in connection with any matter brought before the arbitrator including sanctions or interlocutory relief with respect to discovery, provided that such remedy must be of a nature that a court could award if the matter had been litigated in a court of competent jurisdiction. The decision of the arbitrator will be final and binding. Judgment upon the award of the arbitrator, including any interlocutory relief or sanctions granted or issued by the arbitrator with respect to matters related to discovery, may be entered in any court having jurisdiction of that award.

BY AGREEING TO ARBITRATE CLAIMS BROUGHT UNDER THESE TERMS OF USE, EACH PARTY ACKNOWLEDGES THAT IT IS IRREVOCABLY WAIVING ITS RIGHTS TO HAVE ANY SUCH CLAIMS TRIED IN A COURT BEFORE A JURY.

A party may seek a temporary restraining order, a preliminary injunction, or other interim relief from a court of competent jurisdiction without prior reference to arbitration if such interim relief is necessary to prevent irreparable injury to that party for which monetary damages alone will be insufficient to provide a proper remedy. After the court has determined whether to grant interim relief, the matter may be submitted to arbitration by any party for final resolution.

If either you or OpenVPN wishes to initiate an arbitration (or lawsuit or other type of proceeding to the extent permitted under these Terms of Use) against the other party based on a controversy or claim that arises out or relates to these Terms of Use, that party must bring that arbitration or other action no later than one year after that controversy or claim arose. A failure

to initiate an arbitration or other proceeding within that one year period will cause that claim or right to submit that controversy to arbitration to be forever waived and barred.

For any dispute arising out of or relating to a Product or Service, the dispute resolution provisions of the applicable Products and Services Agreement will apply to the exclusion of this Section 22.

23. Class Action Waiver. You may only bring any action (including any arbitration, lawsuit, or other proceeding) in your capacity as an individual and not as a class action or other representative action. ACCORDINGLY, YOU IRREVOCABLY WAIVE ANY RIGHT YOU MAY OTHERWISE HAVE TO BRING A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS IN ANY MATTER THAT ARISES OUT OF OR RELATES TO THESE TERMS OF USE.

24. Miscellaneous

- a. These Terms of Use are governed by the laws of the State of California, excluding the conflicts of laws principles of that state that would otherwise apply the laws of any other jurisdiction.
- b. Neither you nor OpenVPN may assign its rights of obligations under these Terms of Use, including any claims that arise under these Terms of Use, without the prior consent of the other party, which consent may be withheld in that party's sole discretion. However, we may assign our rights and obligations without your consent to an affiliate of OpenVPN (such as a subsidiary, parent or company under common ownership with OpenVPN) or to the purchaser or assignee of or successor to OpenVPN's business or assets.
- c. Except where the words "business days" is used, all references to "days" in this Master Agreement mean calendar days. "Business days" means days other than weekend days and federal holidays in the United States when banks in Pleasanton, California are authorized to remain closed. The word "including" in these Terms of Use means "including but not limited to." All references to the "consent" of a party means a consent, which that party may grant in its unlimited discretion, that is signed by the party granting that consent.
- d. These Terms of Use contain the entire agreement of the parties concerning the subject matter of these Terms of Use and supersede all prior OpenVPN terms of use. Nothing in these Terms of Use will amend, terminate, or otherwise modify or limit any Product and Service Agreement.