

# TOPSHIELD SERVICE AGREEMENT (FINAL – ENGLISH)

Last Updated: \_\_\_ / \_\_\_ / 2025

This Service Agreement (“**Agreement**”) is entered into between **TopShield Networks Limited** (“**TopShield**”, “**we**”, “**us**”, or “**our**”) and the subscribing customer (“**Client**”, “**you**”, or “**your**”).

**BY SUBSCRIBING TO, PAYING FOR, ACCESSING, OR USING THE SERVICES, THE CLIENT CONFIRMS THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS AGREEMENT IN FULL.**

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## 1. Scope of Services

TopShield provides **network security, traffic protection, and connectivity resilience infrastructure services**, including but not limited to:

- Anti-domain hijacking and DNS protection
- ISP interference and traffic manipulation mitigation
- Deep Packet Inspection (DPI) evasion techniques
- Secure tunneling, traffic obfuscation, and routing optimization
- Edge gateways, proxy services, and failover mechanisms
- Network monitoring and incident response support

The exact scope of Services depends on the Client’s subscribed plan, invoice, or written service order.

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## 2. Best-Effort Service Basis (No 100% Guarantee)

## 2.1 Acknowledgement of Technical Uncertainty

The Client acknowledges that internet censorship, ISP filtering, traffic blocking, throttling, protocol inspection, and regulatory enforcement technologies are constantly evolving.

Accordingly, **TopShield does not and cannot guarantee 100% availability, success, or uninterrupted connectivity.**

## 2.2 Best-Effort Commitment

TopShield provides the Services on a **commercially reasonable best-effort basis** and will take reasonable steps to investigate and mitigate issues **as soon as practicable**, subject to technical and external constraints.

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## 3. No Guarantee of Accessibility or Availability

TopShield makes **no guarantees** that:

- Any domain, IP address, protocol, route, or endpoint will remain accessible
- Any Service will successfully bypass all censorship or interference
- Connectivity will be uninterrupted, error-free, or latency-free

Service behavior may vary by jurisdiction, ISP, network policy, or regulatory environment.

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## 4. No Refunds and No Financial Compensation

### 4.1 Non-Refundable Fees

All fees paid to TopShield are **final and non-refundable**, including but not limited to:

- Subscription fees
- Setup or onboarding fees
- Usage-based charges
- Enterprise, custom, or professional service fees

#### **4.2 No Compensation**

TopShield shall **not provide refunds, credits, chargebacks, or financial compensation** for service disruption, blocking, throttling, degradation, or business loss.

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## **5. Client Responsibilities**

The Client agrees to:

- Use the Services in compliance with applicable laws and regulations
- Properly configure, secure, and maintain its own systems
- Ensure that Client applications, content, and usage do not abuse the Services

TopShield is not responsible for failures caused by Client systems, third-party software, or upstream providers.

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## **6. Client Business Responsibility & Regulatory Compliance**

### **6.1 Infrastructure-Only Service**

The Client acknowledges that TopShield provides **infrastructure and network services only**.

TopShield does **not** operate, manage, control, supervise, endorse, or participate in the Client's business, applications, content, or end-user activities.

### **6.2 Sole Responsibility for Business Legality**

The Client is solely responsible for determining whether its business activities are lawful, licensed, or regulated in any jurisdiction in which it operates.

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## **7. Regulated, Restricted, or High-Risk Activities**

### **7.1 No License Coverage**

The Client expressly acknowledges that:

- TopShield **does not hold and does not provide** gambling, casino, betting, gaming, financial, or any other regulatory licenses
- Use of TopShield Services **does not grant legal authorization** to operate any regulated activity

## 7.2 Examples of Regulated Activities (Non-Exhaustive)

This includes, but is not limited to:

- Gambling, casino, betting, or gaming services
- Financial services, forex, CFDs, or cryptocurrency services
- Adult or age-restricted content
- Any activity requiring governmental or regulatory approval

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## 8. No Legal or Regulatory Advice

TopShield does **not** provide legal, regulatory, or compliance advice.

The Client must obtain independent legal counsel regarding licensing, compliance, and business legality.

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## 9. Indemnification

The Client agrees to **defend, indemnify, and hold harmless** TopShield, its directors, officers, employees, contractors, and partners from and against any and all claims, damages, losses, liabilities, penalties, fines, investigations, costs, and expenses (including legal fees) arising out of or related to:

- The Client's business activities or services
- Failure to obtain or maintain required licenses or approvals
- Violation of applicable laws or regulations

- Content, applications, or services delivered using TopShield infrastructure
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## 10. Limitation of Liability

To the maximum extent permitted by law:

- TopShield shall not be liable for any indirect, incidental, special, or consequential damages
  - Total liability shall not exceed the fees paid by the Client for the affected service period
  - TopShield shall not be responsible for actions taken by ISPs, governments, regulators, or upstream providers
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## 11. Right to Suspend or Terminate for Risk Exposure

TopShield reserves the right, at its sole discretion, to **immediately suspend or terminate** the Services if the Client's activities:

- Expose TopShield to legal, regulatory, reputational, or operational risk
- Result in complaints, investigations, or notices from authorities, ISPs, or partners
- Violate this Agreement or applicable laws

No refunds shall be issued following such suspension or termination.

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## 12. No Partnership, Agency, or Endorsement

Nothing in this Agreement creates a partnership, joint venture, agency, or fiduciary relationship.

The Client shall not represent that TopShield endorses, operates, or is responsible for the Client's business.

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## 13. Agreement Acceptance by Subscription or Use

### 13.1 Binding Acceptance

By subscribing to, paying for, activating, renewing, or continuing to use the Services, the Client **unconditionally agrees** to be bound by this Agreement.

### 13.2 No Signature Required

No physical or electronic signature is required. Use of the Services constitutes legal acceptance.

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## 14. Governing Law

This Agreement shall be governed by the laws specified in the applicable invoice, service order, or company jurisdiction, without regard to conflict-of-law principles.

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### TopShield Networks Limited

Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

### Client

Name / Company: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_