

Terms of Service

These are the full Terms of Service of the various services offered by Art of Ping under the brand names 'PingFu Iris', 'PingFu UDP', and 'AutoTunnel GG'. This list can be subject to modification, addition or withdrawal without notice other than publication on the Art of Ping website – www.artofping.com. In downloading any software developed under the name Art of Ping – including but not limited to PingFu Iris, PingFu UDP, and AutoTunnel GG, you are signifying your agreement to these Terms of Service.

- 1. Prohibition on Reverse Engineering, Decompilation, and Disassembly.**
You may not reverse engineer, decompile, or disassemble any of the PingFu suite of products including but not limited to PingFu Iris, PingFu UDP, and AutoTunnel GG.
- 2. Trial** – Art of Ping currently offers a free, no-obligations 3-day trial period of the PingFu Iris and PingFu UDP services; free, no-obligations 5-day trial period of the AutoTunnel GG service.
- 3. Service during Trial Period** – Art of Ping does not make any commitment regarding Quality of Service or uptime during the trial period.
- 4. Purchase** – Access to Art of Ping services at the expiry of the trial period, or previous subscription period must be manually purchased. Art of Ping does not automatically renew subscriptions. Subscriptions may currently be purchased in blocks of single months, three-month periods, six-month periods, 12-month periods, with a month understood to be a period of 30 days.
- 5. Support** – Art of Ping provides billing and technical support via e-mail, as well as forum support for technical issues. Art of Ping guarantees a response to all received issues and queries within 72 hours. The term 'response' refers to an acknowledgement of the support ticket via a forum post at the same place or an email response to the user who opened the support ticket.
- 6. Usage of AutoTunnel GG** – The use of AutoTunnel GG beyond the trial period requires a valid yearly subscription to AutoTunnel GG as well as a valid subscription to PingFu UDP. If the purchaser wishes to use AutoTunnel GG with non USA Servers (e.g. European servers), the corresponding PingFu UDP subscription must be purchased. Autotunnel GG does not work as a standalone product. Further Autotunnel GG is only available as a yearly subscription and its service will not be provided on a pro rata basis (monthly/weekly etc.).
- 7. Servers located outside USA** – Access to servers located in regions of the world other than the USA must be purchased specifically, by ensuring the purchase page explicitly details such access, and the purchased item name explicitly mentions the non US location (e.g. *PingFu Iris 1 Month Subscription Service [Europe]*).

Any purchased item name without a geographical location mentioned will implicitly assumed to be a purchase of access to the servers located in the USA. In the event of maintenance of the Art of Ping serverfarm at a particular geographical location, trial users and subscribers may be connected to a different geographical location to avoid downtime, at the discretion of Art of Ping.

8. **Refunds** – Full or partial refunds may be issued to users on request, with a reason supplied by user. Refunds are at sole discretion of the Art of Ping team. Art of Ping commits to ensuring user satisfaction at the money spent on Art of Ping services, and will not normally withhold a refund without compelling reason. Any refund issued to a customer may be accompanied by cancellation of service to the user, at the sole discretion of Art of Ping. Art of Ping also reserves the right to permanently ban a user who has been issued a refund.
9. **Upgrades** – Art of Ping may upgrade, at its sole discretion, user subscriptions (e.g. PingFu Iris to PingFu UDP) or migrate between different subscription types on request – by asking users to pay the difference, or by conversion of subscription period to equivalent period in the desired service in monetary terms.
10. **Quality of Service / Uptime (subscribers only)** – Art of Ping will make best effort to ensure minimal latency and maximum bandwidth (subject to the speed or download limits on the subscription service in question) in the user’s applications. This effort is however subject to issues with the users applications, the users network, connection between the users network and the Art of Ping serverfarm, and general issues with Internet connectivity. ArtOfPing will make best efforts to ensure 100% Uptime.
11. **Data** – Art of Ping does not normally store, inspect, or examine the tunneled data passing through its system to/from the users’ machine. However, such operations may be required from time to time to troubleshoot network / system issues, with the understanding that such data would be erased immediately on completion of such operations. Logs of user connections may be stored for the minimal possible period (currently less than 72 hours) to satisfy legal requirements, as well as technical requirements for collection of statistics and troubleshooting.
12. **Service** – Art of Ping reserves the right to deny service to any customer at sole discretion of Art of Ping. Actions that might result in termination or denial of service include but are not limited to – violations of the End User License Agreement, attempt to obtain access outside these Terms of Service, any actions that threaten the connectivity of other users of this service. Art of Ping reserves the right to perform any monitoring required to ensure that such actions are not carried out by users of this service, and to enforce termination / denial of service. The monitoring required as stated in this clause will override any commitment made in clause 10 above.

13. **Claims** – Any purchase of our subscription services implies the purchaser’s acceptance that any claim for non-performance/non-delivery of service, dissatisfaction with service, damage incurred on using the service, and any other claim related to the service may be fully resolved by Art of Ping by a full refund of the payment for the subscription, said refund absolving Art of Ping of any responsibility to consider or be liable for the refunded subscriber’s claim.
14. **Limitation of Liability** – Art of Ping is liable to any customer solely to the extent of the price that the concerned customer paid in the purchase of any of the Pingfu suite of products.
15. **Overriding nature of the Terms of Service** – The terms laid out above override any contradicting statements that may be made in the Art of Ping Website, Instruction manuals or the Pingfu user interface.
16. **End-User License Agreement** – In signifying agreement to this Terms of Service all persons downloading the aforementioned software belonging to the PingFu suite of products also explicitly agree that their usage of the downloaded software is subject to the End-User License Agreement distributed with the software.

Notwithstanding anything said in this document, Art of Ping is committed to ensuring that every customer is satisfied on every aspect of the service, and will focus its efforts on customer satisfaction.

Art of Ping Team