

Terms of Service

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1. PREAMBLE

These Terms of Service (“Agreement, “Terms”) are intended to govern Users’ (“You”, “User”, “Customer”) access to and use of the Company’s system that allows You to browse the Internet by redirecting User connections through other Users' devices using our Website at <https://sx.org> (the “Website”). These Terms constitute a legal agreement between You, personally or on behalf of a legal entity, and Skyflux L.L.C. (“Company”, “SX”, “We”, “Us”).

By accessing or using the System, You signify that You have read, understood, and agree to be bound by these Terms, whether or not You are a registered User of our System. Please note that any person considered a minor under the laws of their country of residence or local regulations may not use the System. If You are using the System on behalf of an organization, You shall agree to these Terms of Use for that organization and confirm that You have the full capacity to act on behalf of that organization and agree to abide by these Terms of Use on behalf of that organization.

2. GENERAL PROVISINS

SX provides proxy server infrastructure with multiple IP addresses, including IP addresses in order to connect Customers to the Internet, as well as access to the SX's proxy server management solutions (the "Services"). The Services are accessed and used through <https://sx.org> (the "System"). A full list of the Services is set out in the System.

SX reserves the right to amend / alter the list of Services from time to time without prior notice to the Customer. The Customer's continuous use of the Services shall be deemed acceptance of the Agreement in the latest and most updated version. It is the Customer's responsibility to periodically review and evaluate the Agreement. The latest version of the Agreement shall be available at our Website.

The Services and the SX’s System can be available worldwide. However, there are certain restrictions which can be applied in certain countries / regions due to regulatory restrictions. It is the Customer's responsibility to ensure that it is legal to access the System / use the Services at the Customer's location. Our service is duly complying with the local laws and regulations as well as with the directives of European Union (General Data Protection Regulation “GDPR”, Network and Information Systems Directive “NIS Directive”, National laws of the EU member-states).

This Agreement shall become fully effective upon your registration in the System by creating an account as specified in clause 3 of this Agreement. The rules of this Agreement shall apply to your use of the System before/without registering with the System/ creating an Account, including but not limited to the rules set out in the Privacy Policy.

You may contact the Company by using the following options:

- Via telegram, You can contact us at the following contacts details - @SX_supportbot;
- Via e-mail address, You can contact us at the following e-mail – support@sx.org.

By accepting this Agreement, You acknowledge and agree that the Company may process your personal data if the processing is necessary for the performance of the Agreement to which You are a party. By creating an account as set out in clause 3 of this Agreement, You authorize (consent) to the processing of your personal data for the purposes of direct marketing and advertising.

Unless you agree to the terms of this Agreement to any extent or in any manner, You shall not use or shall immediately cease using the System or any part of it and its features and functionality.

3. ACCOUNT

In order to use the Services, You must register with the System by completing the registration form and providing the required information/confirmations. The registration form is available at <https://my.sx.org/auth/signup>. After completing all steps, You will be able to use your user account (“Account”).

When completing the registration form, the Customer must provide:

- A valid e-mail address;
- A unique password created by the Customer.
- Confirmation that the Customer agrees with the Terms of Service and the Company's Privacy Policy.

The Company has the right to modify the list of required information by changing, adding or reducing the list of data required to create an Account.

The Company has the right to request that You resubmit or update any data required to create an Account / order the Services. Such requests may be made at any time on a periodic or ad hoc basis, at the Company's discretion.

By creating an Account, the Customer declares that the information provided to the Company is true, complete, valid, current and that the Customer owns / has a legitimate reason to use the said resources. For the avoidance of doubt, the Customer confirms the use of his/her (his/her representative's) e-mail address, use of his/her crypto wallet for payment of the Services, etc.

By creating an Account, You confirm that You understand that the contact information provided to the Company may be used by the Company for direct marketing and advertising purposes, as well as for other electronic communications.

By creating an Account, You consent to receive various marketing and promotional materials (including direct marketing materials) such as Customer satisfaction surveys, newsletters, other communications from the Company.

After creating an Account, You can withdraw from receiving newsletters and other e-mails by clicking on the “Notifications” button in the “Profile” section and subsequently selecting to unsubscribe from the relevant newsletters and other relevant messages.

Accounts may be created for both personal and business use, respectively by an individual and a legal entity represented by an individual. In this case, the Customer shall not share his login credentials with third or unauthorized persons. The account is for the Customer's own use only and may not be used to use the Services on behalf of another natural or legal person.

4. USE OF THE SYSTEM

The following activities are prohibited:

- 1) The replication, distribution or disclosure of any component of the System in any format;
- 2) The transmission of unsolicited electronic messages, including spam, chain letters and other forms of unauthorized communication;
- 3) Any attempt to alter, compromise the integrity or security of the System or to decrypt any transmissions. It is prohibited to send or receive any data from the servers that operate the System. Furthermore, any action that may result in an excessive or disproportionate load on the user's account is not permitted. In the event of a breach of the following conditions, the user's account will be immediately terminated:
 - The uploading of any invalid data, viruses, worms or other programming agents through the system is prohibited;
 - The collection of any personal information, including account names, from the system is not permitted;
 - Users are not allowed to impersonate or deceptively misrepresent themselves as a person or entity. This includes committing fraud and concealing or attempting to conceal one's identity.

Furthermore, the following activities are prohibited:

- The use of any method to circumvent the measures employed by the system to prevent or restrict access, including, but not limited to, features that prevent or restrict the use or copying of any content, or that impose restrictions on the use of the system or its content;
- The resale or other distribution of the system, unless otherwise expressly agreed to by the company;

- The use of the system to attempt to breach security, including, but not limited to, accessing any server, network, host, or denying access to an account that the user is not authorized to access.
- The System may not be used to attempt to disrupt internet communications, for example, through so-called "deny access to the System" attacks.
- The System may not be used for the purpose of creating bots to purchase tickets, engage in advertising fraud, or to collect data that is not publicly available or otherwise protected due to its sensitivity.

5. SERVICE SUSPENSION AND REMOVAL OF ACCESS TO THE ACCOUNT

In the event that the Company has reason to believe that any of the aforementioned prohibited activities are being conducted through your account, You shall be required to provide full identity verification. Should You fail to complete the requisite identity verification procedures, the relevant account shall be subject to suspension.

In cases where the account holder does not correspond with the account owner, or in instances of discrepancy between the provided information, the Company may be unable to proceed with the provision of services. The Company reserves the right to suspend the provision of services (in part or in full) and / or to remove access to the account at any time, at its own discretion.

The Company may, at its discretion, deny or remove access to the Account and suspend the provision of Services if:

- The Customer has breached a significant obligation under this agreement, for example, an obligation to pay for the services in full and in a timely manner. Additionally, the Customer has violated the warranties provided.
- The Customer is not of the requisite legal age as per the requirements of the applicable legislation, or the Customer's representative is not duly authorized, or the period of representation has expired and not been properly renewed.
- The Customer is utilizing the services in question from a location that is subject to restrictions.
- The Customer has contravened the Privacy Policy. The most recent iteration of the Privacy Policy is accessible at our Website in the "Privacy Policy" section.

The Customer's actions may potentially lead to security, reputational, financial, or other risks for the company, its affiliates, or any other third party, as well as to the improper functioning of the system or the improper provision of services to any other individual.

6. LICENSE

Subject to this Agreement, the Company grants You a non-exclusive, limited, non-transferable and revocable license to use the Company's materials solely in connection with your use of the System and the Services. In order to use the System and obtain a limited license, You may be required to order and pay for a particular Service/package of Services. For the avoidance of doubt, the Customer acknowledges its understanding that the duration and scope of the license granted is inextricably linked to the Services ordered/paid for by the Customer.

The Services are for research, personal and own legitimate commercial use, and only for the lawful and lawful purposes set out in the Agreement and any applicable laws.

The Company Materials may not be used for any purpose other than as set out in this Agreement and this license shall terminate upon termination of your use of the System or Services or upon termination of this Agreement.

The Company may cease to support the System or any part or any functionality of the System at any time during any period of time. In such event, the Customer's license to use the System will be automatically suspended.

Unless otherwise stated, the Company owns the intellectual property rights in the System and materials posted on the System. The Customer acknowledges that any and all intellectual property rights, including but not limited to infographics, data, reports, specifications and any other materials in any medium, which have been prepared by the Company and/or developed by the Company in connection with the System are the sole and exclusive property of the Company.

The Customer agrees not to infringe any intellectual property owned or protectable by the Company and to use all such intellectual property only for its intended purpose. This includes the Company's copyrighted and protected goods, resources, logo and trade marks. Customer shall not:

- Sell, lease or sub-license material from the System unless authorized by the Company.
- Display any material from the System in public.
- Reproduce, duplicate, copy or otherwise use materials from the System for commercial purposes.
- Redistribute materials from the System.
- Edit or otherwise modify any materials in the System.
- Use the System in any manner that causes or is likely to cause damage to the System or interfere with its availability.

The Agreement, including terms and conditions regarding the license, applies to all versions of the System, as well as any separate functionality and/or its derivatives.

7. POSSIBILITY OF RISKS

As a Customer, You are expected to demonstrate an understanding of and acceptance of the risks associated with the utilization of the system and services. Without limiting the scope of this acknowledgement to the mentioned examples, You are required to demonstrate awareness of the inherent risks set out in the preceding paragraphs.

It is acknowledged that there is a possibility of unforeseen issues arising with regard to the software and other IT-related aspects of the system and/or services. While the process of using these may be generally uninterrupted, there is an inherent risk that the software and related technologies may be susceptible to inherent vulnerabilities and potential errors, which could lead to disruption and/or inconsistencies in the system and/or services, as well as unforeseen difficulties for the Customers.

In terms of regulatory and legal risk, there is the possibility of new legislation or regulations being introduced or existing legislation being applied in a manner that would have an adverse impact on the current operational framework of the System, as well as on the utilization of the System and/or the Services. It is the Company's intention to observe and comply with all applicable regulatory requirements. It is, however, incumbent upon the Customer to ensure that its use of the system/services complies with applicable legislation.

Theft and Vulnerability Risks Related to Internet Use: It is possible that the underlying software application and software platform, other software, other technological components and/or platforms may be subject to electronic or physical attacks that may disrupt the ability to develop, implement or use the system and/or services.

It is important to note that the use of the System/Services may potentially give rise to tax implications at the Customer level. Consequently, it is advisable to seek the guidance of a qualified tax advisor with respect to the tax implications associated with the System/Services.

It should be noted that email services are susceptible to spoofing and phishing attacks. Therefore, it is advisable to exercise caution when reviewing messages that claim to be from the Company. It is recommended that the Customers log into their account via <https://sx.org/>, utilize the communication tools provided within the system, or contact the relevant support team via email at support@sx.org, should they have any concerns regarding the legitimacy of a communication or notice.

8. THIRD-PARTY LINKS AND APPLICATION

It is important to note that the System may contain links to third party content that is not owned or controlled by the Company. It should also be noted that the Company does not endorse and is not responsible or liable for any third-party Websites, information, materials, products or services.

If You access a third-party Website from this System or share your User content on a third party Website or through the System, You do so at your own risk. In addition, You understand that the above Terms of Use and the Company's Privacy Policy do not apply to your use of such Websites.

By accessing and using third-party Websites and content, including User Content, You expressly release the Company from any and all liability. In addition, any dealings with or participation in promotions with advertisers listed on the System, including payment and any additional Terms of Service (e.g., guarantees), are at the sole discretion of the respective advertisers. It is agreed that the Company shall not be liable for any loss or damage incurred as a result of dealing with the above advertisers.

9. PRICING PLANS AND THE SERVICES PROVIDED

All current pricing plans and any applicable fees or surcharges are published on our official website and are incorporated into these Terms by reference. The Pricing Plans as displayed on the website at the moment of your purchase or renewal constitutes the authoritative and binding price for the corresponding service period. We reserve the right to modify our prices or introduce new plans at any time; however, any change will take effect only after it is posted on the website. Continued use of the Service after a pricing update becomes effective signifies your acceptance of the revised Pricing Plans.

The Customer can also use the option of choosing to use “Unlimited ports”, the pricing policy of which is also provided on the website in the section with pricing plans.

Furthermore, we kindly ask you to be attentive when you choose to use the “Proxy by link” option. This option may cause you to encounter proxies of a different type and traffic may be charged at a higher price than you expected.

For this reason, and to avoid being charged more money, we strongly recommend that you update your proxy link every minute. Otherwise, we shall not be liable to compensate you for any unforeseen losses you incur due to the use of the “Proxy by link” option.

10. INDEMNIFICATION

The undersigned agrees to defend, indemnify and hold harmless the Company and its subsidiaries, agents, licensors, managers and other affiliates, and their employees,

contractors, agents, officers and directors from and against any claims, damages, liabilities, obligations, losses, liabilities, costs or debts and expenses (including but not limited to attorney's fees) arising out of:

- Your use of and access to the System, including any data or content transmitted or received by You;
- Your breach of any term of these Terms, including, without limitation, your breach of any of the representations and warranties;
- Violation by You of any third-party rights, including, without limitation, any privacy rights or intellectual property rights;
- Violation of any applicable law, regulation or directive;
- User Content or any content sent through a Customer's account, including, but not limited to, information that is misleading, false or inaccurate;
- Intentional misconduct;
- Access and use of the System by any other party using a unique Username, password or other appropriate security code.

11. TERM AND TERMINATION

The Company may terminate or suspend your account / Services in accordance with the rules specified in this Agreement. Without affecting the rules specified elsewhere in the Agreement, the Company emphasizes that breach of the Agreement / other applicable policies of the Company may result in suspension and/or deactivation of your account as well as termination of this Agreement. In case of breach, You shall not be entitled to any refunds/rewards.

At any time, either party shall have the right to terminate this Agreement by deleting the Account. In the event the Account is deleted due to breach of this Agreement in any manner, the Customer shall not be entitled to any refunds/rewards upon termination of the Agreement.

Upon termination of the Agreement, your right to use the Services shall immediately cease. The termination of the Agreement does not cancel the Customer's obligations to pay for the Services in full.

In the event of a material breach of the Agreement, the Company may, at its discretion, report the breach to the responsible law enforcement authorities and impose a lifetime ban on the use of the Services for the responsible Customer.

If You wish to Terminate the Agreement, You can forward such a request to our support team which, in its term, shall delete your account.

12. GOVERNING LAW AND SANCTIONS IMPLEMENTATIONS

This Agreement and Your use of the Services shall be governed by the laws of Spain. Furthermore, your utilization of the system may be subject to additional local, state, national or international legislation.

In the event of any concern or dispute pertaining to the Services/System, the aggrieved party shall first endeavor to resolve the matter informally by contacting the Company via email at support@sx.org.

It is explicitly prohibited and rejected by the Company for any form of illicit activity to be conducted via its Services. This encompasses activities such as money laundering, terrorist financing and trade sanctions violations, in accordance with the laws, regulations and norms of various jurisdictions.

The System and the Services are of a nature that allows for global distribution and utilization, due to the global nature of the IT sector. It is therefore possible that the use of the system and services may be included on a sanctions list.

It is incumbent upon all parties to comply with all applicable anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and governmental orders in all jurisdictions that are directly or indirectly applicable to the Services/System.

By utilizing the System/Services, You certify that You are not on any government prohibited, denied, or unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list (the "Sanctions Lists").

In the event that You are placed on any Sanctions List, You shall immediately discontinue your use of the Services/System. Failure to do so may result in the suspension or termination of your Account.

The Company shall have a right not to allow its Services to be accessible in certain jurisdictions/territories. The Company shall have a right to block such jurisdictions/territories making its System/Services not available from such locations.

Persons located in the prohibited jurisdictions, or the residents of prohibited jurisdictions are not permitted to use Services. For the avoidance of doubt, the foregoing restrictions on Services in relation to prohibited jurisdictions applies equally to residents and citizens of other nations while located in prohibited jurisdictions. Any attempt to circumvent the restrictions on usage by any persons located (or as a resident) in a prohibited jurisdiction is a breach of the Agreement.

13. MISCELLANEOUS

The Company and the Customer consent to the English language in relation to the communication. Any other language shall be used for the sake of simplicity. Any notice or communication must be in English language respectively. The English language version of this Agreement is the prevailing version to any other possible version.

Any update of this Agreement comes in force at the moment it is published at the System. By using the Services, You agree to be bound by any updated version of the Agreement.

You are encouraged to contact us by the means indicated in this Agreement. Sending an email to support@sx.org shall be considered to be the primary means of communication.

The Company shall reply to Your inquiries within 30 days (with the possibility of two 30-day extensions).