

TERMS OF SERVICE

OVERVIEW

This website is operated by Tunnelmole.

Tunnelmole is copyright(c) Robbie Cahill and contributors and made available under the open source AGPLV3 license. These terms of service cover usage of services and software provided by Tunnelmole.com.

Services and software provided by Tunnelmole.com include but are not necessarily limited to

- The Tunnelmole service
- The Tunnelmole website
- The Tunnelmole billing and subscription platform (<https://dashboard.tunnelmole.com>).
- The Tunnelmole client software

Throughout these terms of service, the terms Tunnelmole, “we”, “us”, “the service” and “our” refer to services and software provided by Tunnelmole.com and the owner(s) and operator(s) of these services. Tunnelmole offers the service, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By using Tunnelmole you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

The term “Phishing” refers to making a site that impersonates another site (such as an online banking portal) available via a public URL generated by the service.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the service. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the service shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time in this document. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to the Terms of Service document available at [https://tunnelmole.com/docs/Tunnelmole Terms Of Service.pdf](https://tunnelmole.com/docs/Tunnelmole_Terms_Of_Service.pdf). It is your responsibility to check this document periodically for changes. Your continued use of or access to the service following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of 18.

You must not serve any kind of hate speech through Tunnelmole. This includes but is not limited to content such as racism, homophobia, transphobia, biphobia, slut or sex shaming, kink shaming or sex worker shaming even if legal in your country and protected under “free speech” laws. Free speech applies to us also and Tunnelmole is not legally or morally obligated in any way to participate in broadcasting this kind of content.

The following are considered abusive and/or illegal uses of Tunnelmole, all of which are not permitted and will result in immediate termination of our services to you.

- Phishing
- Hosting of illegal content, such as illegal or underage pornography
- Spam or scam websites
- Malware distribution
- Hosting of exploits

These types of activities harm the reputation of Tunnelmole and our domain name.

Please be aware the Tunnelmole DOES NOT make you anonymous. Tunnelmole exposes your IP address in the header X-Forwarded-For. Therefore it is not a good choice for illegal activities as its trivial to find out your IP address.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

Public subdomains the service generates are public and as such Tunnelmole staff reserve the right to access these URLs for any and all purposes including moderation and abuse prevention (for example, preventing phishing).

We have a right to provide your IP address to any third party including government agencies and anyone accessing your public URLs (such as via headers). Usage of Tunnelmole is not intended to be anonymous.

Tunnelmole does keep logs and reserves the right provide them to relevant authorities at any time even if no warrant, subpoena or other court order is served on us. Tunnelmole is not a VPN.

SECTION 1a – HACK BACK

If you use the service for illegal purposes such as phishing, we reserve the right to use the following reasonable and proportionate measures as a part of our investigation:

- Port scan your IP
- Access any services running on the machine you ran the Tunnelmole client on including protected services such as SSH and bypassing any security measures such as passwords or keys on these services.
- Gain access to and extract information from the machine you ran the Tunnelmole client on for example connected IP addresses that could be useful in an investigation by the relevant authorities.
- Run scripts to send you fake data in any quantity, including massive quantities if you are running a deceptive site such as a phishing site, so that you have difficulty distinguishing real victim data from fake data.

Any information gained as a part of any investigation will be handed over to the relevant authorities.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time, even if you have paid for the service.

You understand that your content may be transferred unencrypted (for example, if you use Tunnelmole over http instead of https) and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information provided when purchasing from us is always encrypted during transfer over networks.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current.

The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.

Any reliance on the material on this site is at your own risk. Opinions expressed in user generated content do not necessarily represent the views of Tunnelmole.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - SERVICES

Certain services may be available exclusively online through the website and the Tunnelmole client. We reserve the right, but are not obligated, to limit the provision of our service to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit any services that we offer. We reserve the right to discontinue any product at any time. Any offer for any service made on this site is void where prohibited. We do not warrant that the quality of any services, information, or other material obtained by you will meet your expectations or that any errors in the Service will be corrected.

SECTION 6 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of

optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 7 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties including other users of Tunnelmole.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third-party products should be directed to the third-party.

SECTION 8 - USER CONTENT, COPYRIGHT, FEEDBACK AND OTHER SUBMISSIONS

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your content will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your content will not contain libelous or otherwise unlawful or abusive material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any content. You are solely responsible for any content you create. We take no responsibility and assume no liability for any content created by you or any third-party.

SECTION 9 - PERSONAL INFORMATION

Your submission of personal information through Tunnelmole governed by our Privacy Policy available at https://tunnelmole.com/docs/Tunnelmole_Privacy_Policy.pdf.

SECTION 10 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.

No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 11 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, culture or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others without their consent; (i) to spam, phish, pharm or pretext; or (j) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

Tunnelmole is not intended for production use. Using Tunnelmole to provide a production service is at your own risk and against our advice.

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk.

The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title and non-infringement.

In no case shall Tunnelmole, Robbie Cahill, our directors, software developers, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 13 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Robbie Cahill, Tunnelmole and our subsidiaries, affiliates, software developers, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your usage of the service, including but not limited to if you breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

SECTION 14 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 15 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use The Service, or when you cease using The Service.

If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 16 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 17 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Tasmania, Australia.

SECTION 18 - CHANGES TO TERMS OF SERVICE

The Terms of service URL is [https://tunnelmole.com/docs/Tunnelmole Terms Of Service.pdf](https://tunnelmole.com/docs/Tunnelmole_Terms_Of_Service.pdf).

You can review the most current version of the Terms of Service at any time at the Terms of service URL. We reserve the right, at our sole discretion, to update, change or replace any part of these terms of service by posting updates and changes to the document at the Terms of service URL. It is

your responsibility to check the Terms of service document at the Terms of service URL periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 19 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us using the contact form at <https://tunnelmole.com/contact>