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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

SEAN MARIN and MARCO MARTINEZ,
each individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

EXPRESS TECHNOLOGIES, LTD.,

Defendant.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

5/18/2026 2:53:17 PM

Clerk of the Superior Court
By N. Arellano ,Deputy Clerk

Case No. 26CU028651N

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

- 1. False Advertising Law**
- 2. Unfair Competition Law**
- 3. Consumer Legal Remedies Act**

General Jurisdiction – Civil

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I. Summary of the case.

1. Companies that sell goods or services online often boost sales by enrolling customers in automatically renewing subscriptions. Some companies fail to make clear to consumers that they are being signed up for automatic charges.

2. To protect Californians from this practice, California passed the Automatic Renewal Law (the ARL). The ARL requires companies who sign consumers up for automatically renewing purchases to provide “clear and conspicuous” disclosures about the autorenewal plan and obtain “affirmative consent” to enroll consumers.

3. Defendant Express Technologies Ltd. (“ExpressVPN”) sells automatically renewing subscriptions to its virtual private network services. But ExpressVPN did not provide the required clear and conspicuous disclosures or obtain affirmative consent. This violated the Automatic Renewal Law and related California consumer protection laws.

4. In June of 2023, Plaintiff Mr. Martinez purchased one year of ExpressVPN’s virtual private network services. Due to ExpressVPN’s misleading advertisements and deficient disclosures, he thought he was making a one-time purchase of one year of the service. Unbeknownst to him and without his consent, ExpressVPN enrolled him in an automatically renewing yearly plan. In June of 2024, ExpressVPN automatically charged his card for \$116.95. That charge was illegal and should be refunded. He noticed the unwanted charge and cancelled the card so ExpressVPN could not charge him again.

5. In April of 2024, Plaintiff Mr. Marin purchased one year of ExpressVPN’s virtual private network services. Due to ExpressVPN’s misleading advertisements and deficient disclosures, he thought he was making a one-time purchase of one year of the service. Unbeknownst to him and without his consent, ExpressVPN enrolled him in an automatically renewing yearly plan. In April of 2025, ExpressVPN automatically charged his card for \$116.95. That charge was illegal and should be refunded. He noticed the unwanted charge on his credit card bill and cancelled the plan to stop ExpressVPN from charging him again.

6. Plaintiffs bring this case for themselves and other California consumers that were charged illegal autorenewal fees by ExpressVPN.

II. Parties.

7. Plaintiff Marco Martinez is domiciled in Chula Vista, California.

8. Plaintiff Sean Marin is domiciled in Rialto, California.

9. The proposed class includes citizens of California.

10. Defendant Express Technologies Ltd. is a British Virgin Islands corporate entity with its headquarters in Tortola, British Virgin Islands.

III. Jurisdiction and Venue.

Personal Jurisdiction

11. The Court has personal jurisdiction over ExpressVPN because it both purposefully avails itself of California and purposefully directs its activities here. This was true when Plaintiffs signed up for ExpressVPN and it remains true today.

Advertisements specifically targeting California consumers

12. ExpressVPN directs its advertising specifically at California. Through this advertising, it exploits the California market to enter contracts with California consumers.

13. Since at least June of 2022, ExpressVPN has been regularly running Google advertisements targeting California consumers. For example, in June of 2022, a Google search for “vpn to california” displayed the following ExpressVPN advertisement:

You can trace every piece of information you see on [SpyFu](#) back to its source using our cache.

This page was obtained on 06/10/2022 at 1 PM by [SpyFu](#) while searching for the term "vpn to california"

Do you have ad blocker turned on? It could be hiding the ads that appeared on this page. Once you turn it off, simply refresh this page for an accurate view.

[<< Older](#)

[Newer >>](#)

The screenshot shows a Google search results page for the query "vpn to california". At the top, there is a navigation bar with links to "All", "Shopping", "News", "Images", "Videos", and "More". Below the search bar, it indicates "About 14,700,000 results (0.59 seconds)". The first result is an advertisement from <https://www.top10vpn.com/best-vpn/usa> titled "Top 10 Best VPN USA 2022 - The 10 Fastest VPNs of 2022". Below this is another advertisement from <https://www.strongvpn.com/> titled "StrongVPN® For Only \$2.47/mo - Limited Time Offer". The third advertisement, which is highlighted with a red box, is from <https://www.expressvpn.com/> titled "The Best VPN for California - Get a Risk-Free VPN Today". This ad also includes the text "#1 VPN Service for California: Fast Servers in Los Angeles, San Francisco, and More."

Ex. 1 (ExpressVPN Google advertisement compilation) (June 2022) (red box added).¹ According to ExpressVPN, it is the "Best VPN for California" and the "#1 VPN Service for California," with "Fast Servers in Los Angeles" and "San Francisco."

14. The advertisement linked to the ExpressVPN website, where California consumers could sign up for ExpressVPN. The linked page advertised ExpressVPN as the "Best

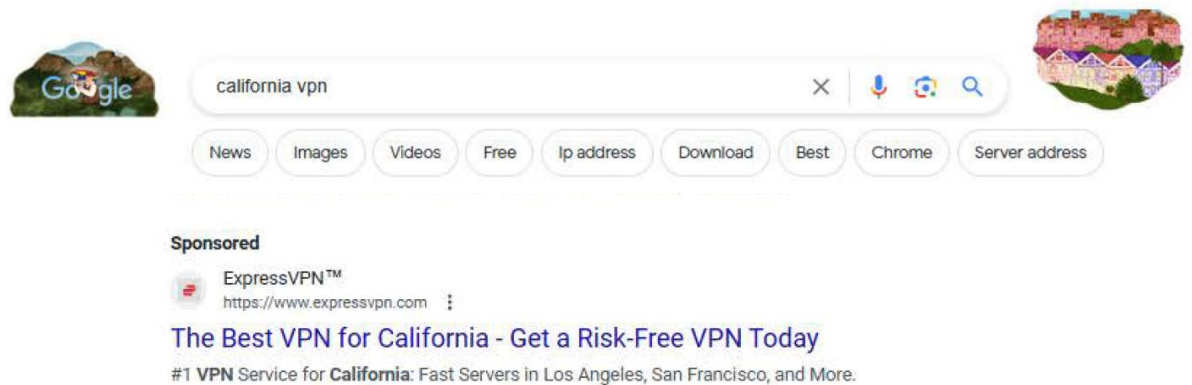
¹ Spyfu is an advertising research service that takes periodic snapshots of historical Google ads, based on target search keywords (www.spyfu.com).

VPN for the US,” with server locations in “Los Angeles.” Ex. 2.² This page recommended that California consumers choose one of ExpressVPN’s California servers: “For best results, choose the server location closest to your actual geographic location.” *Id.*

15. ExpressVPN used similar advertisements directed to California consumers throughout the class period. In May of 2023 (weeks before Mr. Martinez signed up), a Google search for “california vpn” displayed the following ExpressVPN ad:

You can trace every piece of information you see on [SpyFu](#) back to its source using our cache.
This page was obtained on 05/23/2023 at 1 AM by [SpyFu](#) while searching for the term “california vpn”
Do you have ad blocker turned on? It could be hiding the ads that appeared on this page. Once you turn it off, simply refresh this page for an accurate view.

<< Older Newer >>



Ex. 1 (May 2023). Similar to the example above, this advertisement targeted California consumers.

16. These advertisements continue to run today. Examples, all targeting California, from August 2022, January 2023, November 2023, September 2025, and January 2026 are collected in Exhibit 1.

17. In sum, when the events underlying this dispute occurred, ExpressVPN was specifically targeting California consumers with its advertisements. And it is still doing so today.

² The link in the 2022 Spyfu archive is <https://www.expressvpn.com/go/vpn-server/us-vpn-1>.

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23. Under the program terms, “ExpressVPN reserves the right to view and/or reject any and all advertising creative, display creative, text, images, or other affiliate assets that result in user traffic being directed to our site.” Ex. 4 (Section 2).

24. Under this affiliate program, ExpressVPN helps California content creators sell ExpressVPN subscriptions to California consumers. For example:



Geekman YouTube Video (Uploaded September 28, 2021).³

25. This video uses SEO keywords targeted to California (“Best California VPN” and “Get California IP”). These are similar to the SEO keywords ExpressVPN targets with its Google advertisements (illustrated above). And the video has an ExpressVPN affiliate link that California consumers can click to buy ExpressVPN products: “Exclusive ExpressVPN Discount ➤ <https://go.expressvpn.com/LX6Aga>.” All of this indicates that ExpressVPN entered an affiliate contract with this content creator and provided him with an affiliate link to get paid for referring California consumers to ExpressVPN.

* * *

26. In sum, ExpressVPN purposefully avails itself of California and purposefully directs its activities here through its California advertisements, its California servers, and its California affiliate advertising. It should be no surprise to ExpressVPN that, if the products it marketed to California consumers violated California law, it could get sued here.

³ Available at <https://www.youtube.com/watch?v=IFYdhYjo7QQ>.

27. Plaintiffs' claims arise out of Defendant's contacts with this forum. Due to Defendant's actions, Plaintiffs purchased ExpressVPN subscriptions in California and were illegally autorenewed and charged here. Both Plaintiffs downloaded the ExpressVPN app to their computers to use the service in California. Mr. Martinez recalls using the Los Angeles server. As best he can recall, Mr. Marin used the default server. Given that he was in California, this would have been a California server.

Venue

28. Venue is proper because Defendant does business in this county, Plaintiff Martinez resides in San Diego County, and a substantial portion of the transactions occurred in this county.

IV. Facts.

A. California's Automatic Renewal Law.

29. The Automatic Renewal Law (“ARL”) is part of California’s False Advertising Law. The purpose of the ARL is to “end the practice of ongoing” subscription charges “without the consumers’ explicit consent.” Cal. Bus. & Prof. Code §17600. To this end, the law makes it illegal for companies to charge consumers for automatically renewing subscriptions, unless the company meets strict disclosure and consent requirements.

30. Under the ARL, a company must “present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.” Cal. Bus. & Prof. Code §17602(a)(1).

31. If “the offer also includes a free gift or trial, the offer shall include a clear and conspicuous explanation of the price that will be charged after the trial ends or the manner in which the subscription or purchasing agreement pricing will change upon conclusion of the trial.” Cal. Bus. & Prof. Code § 17602(a)(1).

32. The “automatic renewal offer terms” that must be presented include:

- 1) That the subscription or purchasing agreement will continue until the consumer cancels.
- 2) The description of the cancellation policy that applies to the offer.
- 3) The recurring charges that will be charged to the consumer's credit or debit card or payment account with a third party as part of the automatic renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known.
- 4) The length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer.
- 5) The minimum purchase obligation, if any.

Cal. Bus. & Prof. Code § 17601(a)(2).

33. A “clear and conspicuous” disclosure “means in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.” Cal. Bus. & Prof. Code § 17601(a)(3).

34. After presenting all of this information, the company must then obtain the “consumer’s affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.” Cal. Bus. & Prof. Code § 17602(a)(2).

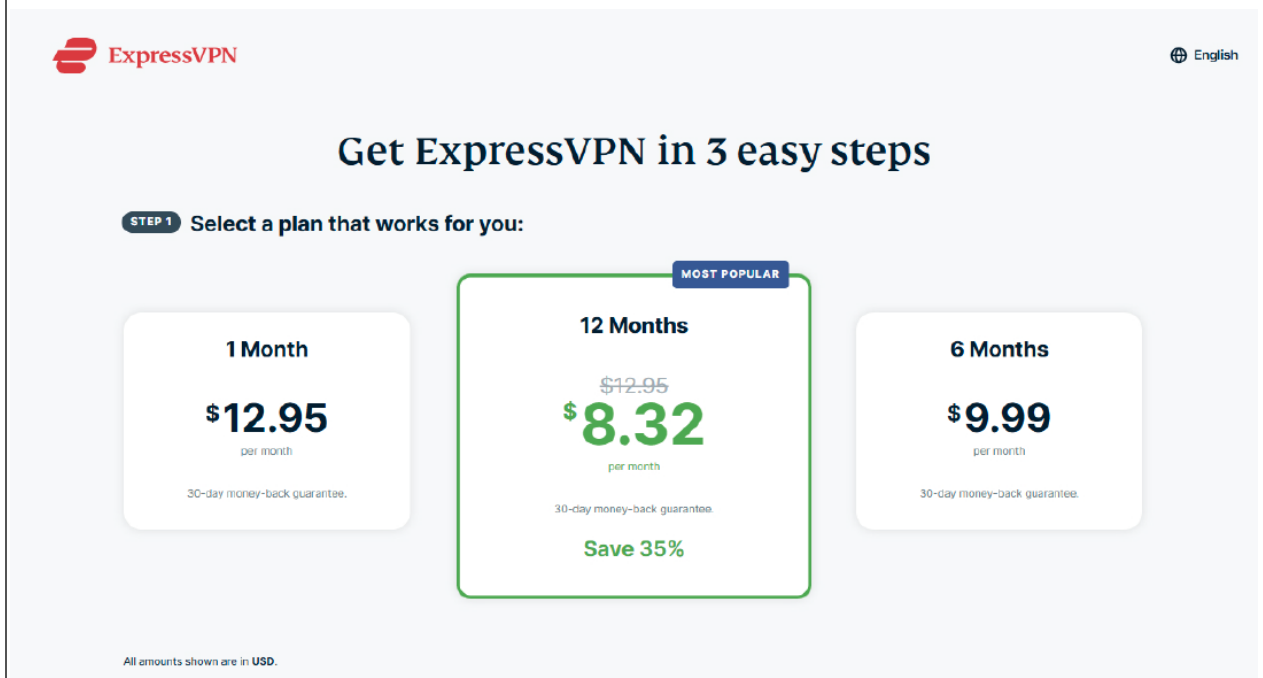
35. The ARL also has post-purchase acknowledgment requirements (required in addition to the pre-purchase requirements described above). The post-purchase acknowledgment must include “the automatic renewal offer terms or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer.” Cal. Bus. & Prof. Code § 17602(a)(3).

36. If a company automatically charges a consumer for products, in violation of the ARL, the products are deemed an “unconditional gift to the consumer, who may use or dispose

of the same in any manner he or she sees fit without any obligation whatsoever on the consumer's part to the business." Cal. Bus. & Prof. Code § 17603. So if a company charges a consumer for an automatically renewing subscription, in violation of the ARL, the charges are illegal and must be refunded.

B. ExpressVPN violated the Automatic Renewal Law.

37. ExpressVPN sells virtual private network and related security services through its website, www.expressvpn.com and www.express-vpn.com. In September 2023, shortly after Mr. Martinez purchased the service, the sign-up page displayed as follows:



Ex. 5 (Internet Archive Capture September 30, 2023).⁴

38. Looking at Exhibit 5, the "12 Months" price of \$8.32 was in large, bold (and green) text. In contrast, the words "per month" were in tiny text that faded into the background. Similarly, the "1 Month" price of \$12.95 was in large, bold text with the words "per month" in tiny, grey text below that faded into the background.

⁴ <https://archive.org/about/> ("The Internet Archive, a 501(c)(3) non-profit, is building a digital library of Internet sites and other cultural artifacts in digital form").

39. Lower down on this same screen, consumers entered their email and payment info and ExpressVPN provided its purported automatic renewal disclosures:

The screenshot displays the ExpressVPN checkout interface. **STEP 2 Enter your email address:** includes a privacy guarantee and an email input field. **STEP 3 Select your preferred method of payment:** features a 'Secure checkout' confirmation, a list of credit cards (VISA, Mastercard, AMERICAN EXPRESS, DISCOVER, JCB, VISA, Discover), and input fields for first/last name, zip/postal code, card number, and CVC. The order total is \$99.95, with a 12-month plan breakdown and a 30-day money-back guarantee. A 'Join Now' button is present. To the right, a box titled 'ExpressVPN includes' lists benefits like 24/7 support, fast servers, apps, security, no logs, and a 30-day risk-free trial.

Ex. 5.

40. The purported automatic renewal disclosures were in small text that got lost amongst the large, bold statements and colors.

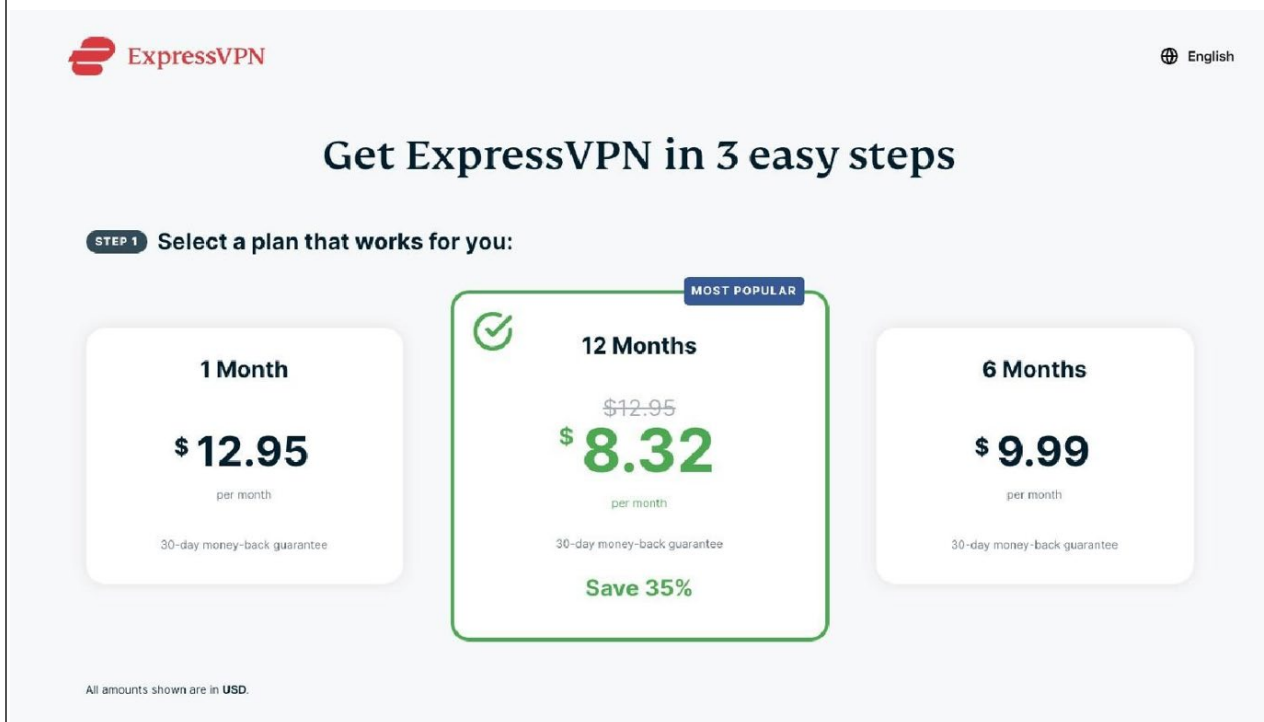
41. This enrollment process violated the ARL. Under the ARL, a “clear and conspicuous” disclosure “means in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.” Cal. Bus. & Prof. Code § 17601(a)(3). ExpressVPN’s purported disclosure was in smaller (not

larger) font than the surrounding text. The small text (which was not bolded or highlighted) faded into the background. The text was not set off from the surrounding text in a manner that clearly called attention to it. Instead, the small font was designed to go unnoticed.

42. ExpressVPN further failed to require the user to press a button confirming that the consumer was consenting to automatic renewal (it did not say, for example: “By clicking Join Now, I agree to automatically recurring charges of \$116.95 a year”).

43. The purported disclosures also failed to say that the subscription would continue until the consumer canceled and failed to include a description of the cancellation policy.

44. The sign-up page when Mr. Marin signed up in mid-2024 also violated the ARL in a similar way. Ex. 6 (Internet Archive Capture April 25, 2024).⁵



Ex. 6.

⁵ ExpressVPN has informed Plaintiffs that Exhibit 6 shows the sign-up process in place when Mr. Marin placed his order.

45. Looking at Exhibit 6, the “12 Months” price of \$8.32 was similarly in large, bold (and green) text. There was no indication near this product offer that the product automatically renewed.

46. Lower down on this same screen, consumers entered their email and payment information, and ExpressVPN provided its purported automatic renewal disclosures.

The screenshot displays the ExpressVPN checkout interface. At the top, a dark header bar contains the text "STEP 2 Enter your email address:". Below this is a large white input field labeled "Your email address". Underneath the input field is a checkbox with the text "ExpressVPN and its affiliates may email me security tips, updates, and offers. I can unsubscribe anytime, and my information will not otherwise be shared, as per the [Privacy Policy](#)." Below this is another dark header bar with the text "STEP 3 Select your preferred method of payment:". The main content area is divided into two columns. The left column is titled "Credit Card" and features logos for VISA, Mastercard, American Express, Discover, JCB, and UnionPay. Below the logos are input fields for "First name", "Last name", and "ZIP/Postal code". A larger input field for "Card number" is followed by "MM / YY" and "CVC" fields. Below these fields is a green button labeled "Subscribe Now". At the bottom of the left column, there is a line of small text: "By submitting this form, you agree to our [Terms of Service](#)." The right column is titled "Order Summary" and shows "12-Month Plan" with a price of "\$155.40" crossed out and "\$99.95" in green. Below this, it says "Country: [United States](#)". The "Order Total:" is displayed in green as "\$99.95". At the bottom of the right column, there is a green circular icon with the number "30" and the text "Our 30-day money-back guarantee. If you're not 100% satisfied within 30 days, you'll get all your money back."

Ex. 6.

47. This enrollment process also violated the ARL, for similar reasons.

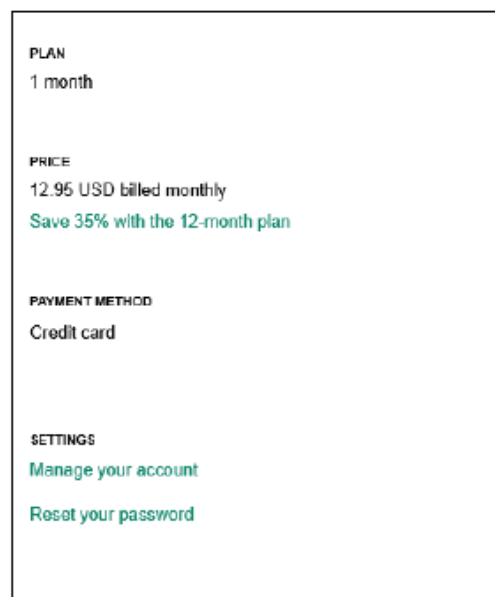
48. When Mr. Marin signed up, ExpressVPN’s purported automatic renewal disclosure was not clear and conspicuous. It was in smaller (not larger) font than the surrounding text. The small, grey text was not bolded or highlighted and fades into the background. It was not set off from the surrounding text in a manner that clearly calls attention to it. Instead, the small font was designed to go unnoticed.

1 49. When Mr. Marin signed up, ExpressVPN further failed to require the user to press
2 a button confirming that the consumer is consenting to automatic renewal (it does not say, for
3 example: “By clicking Join Now, I agree to automatically recurring charges of \$116.95 a year.”).

4 50. When Mr. Marin signed up, the purported disclosures also failed to say that the
5 subscription would continue indefinitely until the consumer canceled.

6 51. ExpressVPN also failed to send consumers a compliant post-purchase
7 acknowledgment. The post-purchase acknowledgment must include “the automatic renewal offer
8 terms or continuous service offer terms, cancellation policy, and information regarding how to
9 cancel in a manner that is capable of being retained by the consumer.” Cal. Bus. & Prof. Code
10 §17602(a)(3).

11 52. Mr. Martinez has been unable to locate a copy of any post-purchase
12 acknowledgment email sent to him by ExpressVPN. But ExpressVPN has a copy of any such
13 email that it sent. Based on other post-purchase acknowledgement emails from ExpressVPN near
14 the time of Mr. Martinez’s purchase, any post-purchase acknowledgment sent to Mr. Martinez
15 violated the ARL. The below image sets forth the appearance of the acknowledgement email Mr.
16 Martinez would have received (albeit with purchase information specific to him):



1 Ex. 7 (August 2023 post-purchase acknowledgment email). This email did not say that
2 charges would automatically recur until the consumer canceled. There was nothing about the
3 cancellation policy and no description of how to cancel.

4 53. Mr. Marin's post-purchase acknowledgment email is attached as Exhibit 8. While
5 this email contained certain automatic renewal terms, they were not clear and conspicuous, as
6 required by the statute. *See* Cal. Bus. & Prof. Code §§ 17601(a)(2) & 17602(a)(3) (the automatic
7 renewal terms must be clear and conspicuous).

8 54. In sum, ExpressVPN violated the Automatic Renewal Law in nearly every way. It
9 failed to clearly and conspicuously disclose the automatic renewal terms, get affirmative consent,
10 or provide a compliant post-purchase acknowledgment. As a result, its automatic charges were
11 illegal and must be refunded.

12 **C. ExpressVPN illegally charged Plaintiffs for automatic subscriptions.**

13 55. On June 6, 2023, Mr. Martinez purchased one year of ExpressVPN's virtual
14 private network services, via the ExpressVPN website. His enrollment process is described
15 above. When he signed up, he thought he was just buying one year of ExpressVPN for \$99.95.
16 He did not expect, want, or consent to automatic renewal. And he did not expect, want, or
17 consent to an automatically increased renewal price.

18 56. The next year, on June 6, 2024, ExpressVPN automatically charged Mr.
19 Martinez's card \$116.95. He noticed the charge and was surprised. He cancelled the credit card
20 so ExpressVPN could not charge him again, without his consent.

21 57. When ExpressVPN illegally charged Mr. Martinez, it also illegally increased the
22 price (from the original price of \$99.95 to \$116.95). As described above, ExpressVPN failed to
23 clearly and conspicuously disclose the potential for this price increase when Mr. Martinez signed
24 up. *See* Ex. 5 (2023 order page).

58. If ExpressVPN had complied with the ARL and made clear that it was going to automatically charge Mr. Martinez in this way, he would not have signed up in the first place or would have cancelled before he was automatically charged.

59. On or around April 17, 2024, Mr. Marin purchased one year of ExpressVPN's virtual private network services, via the ExpressVPN website. His enrollment is described above. When he signed up, he thought he was just buying one year of ExpressVPN for \$99.95. He did not expect, want, or consent to automatic renewal. And he did not expect, want, or consent to an automatically increased renewal price.

60. The next year, on or around April 17, 2025, ExpressVPN automatically charged Mr. Marin's card for \$116.95. He then cancelled the service so he would not be charged again. He cancelled renewal, using the ExpressVPN website, on December 8, 2025.

61. When ExpressVPN illegally charged Mr. Marin, it also illegally increased the price (from the original price of \$99.95 to \$116.95). As described above, ExpressVPN failed to clearly and conspicuously disclose the potential for this price increase when Mr. Marin signed up. *See* Ex. 6 (2024 order page).

62. If ExpressVPN had complied with the ARL and made clear that it was going to automatically charge Mr. Marin in this way, he would not have signed up in the first place or would have cancelled before he was automatically charged.

D. No adequate remedy at law.

63. Mr. Martinez previously filed his equitable claims under California’s Unfair Competition Law and False Advertising Law in the United States District Court for the Central District of California. The court in that matter dismissed Mr. Martinez’s equitable claims after finding that it lacked equitable jurisdiction, relying on the Ninth Circuit precedent in *Sonner v. Premier Nutrition Corp.*, 971 F.3d 834 (9th Cir. 2020). Following controlling federal law, the district court dismissed Mr. Martinez’s claims without prejudice to Mr. Martinez refiling those claims in state court. *See Guzman v. Polaris Indus.*, 49 F.4th 1308, 1314 (9th Cir. 2022)

(explaining that dismissal under the *Sonner* doctrine should be “without prejudice to refile the same claim in state court”).

64. California courts have repeatedly recognized that the Ninth Circuit *Sonner* case does not bind California superior courts, and that the federal equitable jurisdiction principles relied upon in *Sonner* do not bar plaintiffs from asserting their equitable claims under the UCL and FAL in California superior courts. *See Bishil v. Lbf Travel*, 2023 Cal. Super. LEXIS 27972, at *13 (Los Angeles Super. Ct. May 10, 2023) (“*Sonner* ... is not binding on this court” and relies upon “federal equitable principles” that do not apply); *Harden v. Mushiana Transp.*, 2023 Cal. Super. LEXIS 5699, at *22 (Sacramento Super. Ct. Feb. 3, 2023) (overruling demurrer argument based on *Sonner* and recognizing that those cases “expressly acknowledged that the holdings apply only in federal court”).

65. As expressly permitted, Plaintiffs now bring their equitable claims under the UCL and FAL before this Court.

66. In any case, because Plaintiffs have no adequate remedy at the law, they meet any governing standard for equitable jurisdiction.

67. A legal remedy is not adequate if it is not as certain as an equitable remedy. The elements of Plaintiffs’ equitable claims are different and do not require the same showings as any potential legal claim. For example, Plaintiffs’ equitable claims under the unlawful prong of the UCL and FAL are predicated on a specific statutory scheme (the ARL), which requires specific automatic renewal terms to be disclosed in specific formats at specific times. Plaintiffs may be able to prove these more straightforward factual elements, and thus prevail under the unlawful prong of the UCL and the FAL, while not being able to prove one or more elements of a legal claim.

68. In addition, Plaintiffs’ equitable claims offer different relief than any legal claim, because Plaintiffs seek restitution under the FAL and UCL, while any legal claim would seek damages.

69. In addition, Plaintiffs may pursue equitable relief through the UCL because the UCL is independent of other laws and its remedies are cumulative to the remedies or penalties available under all other laws of this state.

V. Class Action Allegations.

70. Plaintiffs bring claims for the following Class: all persons in California who enrolled in an ExpressVPN plan through its website and were charged for at least one automatic renewal payment during the statute of limitations.

71. The following people are excluded from the Class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

Numerosity & Ascertainability

72. The proposed class contains members so numerous that it is impractical to bring every individual claim. There are at least tens of thousands of Class members.

73. Class members can be identified through Defendant's sales records and public notice.

Predominance of Common Questions

74. Common questions of law and fact predominate over individual issues. Common questions of law and fact include, without limitation: (1) whether the automatic renewal plans violate the ARL and California consumer protection laws and; (2) restitution needed to compensate Plaintiffs and the Class.

1 ***Typicality and Adequacy***

2 75. Plaintiffs’ claims are typical of the class. Like the class, Plaintiffs were illegally
3 charged for an automatically renewing subscription in California. There are no conflicts of
4 interest between Plaintiffs and the class.

5 ***Superiority***

6 76. A class action is superior to all other available methods for the fair and efficient
7 adjudication of this litigation because individual litigation of each claim is impractical. It would
8 be unduly burdensome to have individual litigation of individual claims in separate lawsuits,
9 every one of which would present the issues presented in this lawsuit.

10 **VI. Claims.**

11 **Count 1: False Advertising Law (FAL)**

12 77. Plaintiffs incorporate the facts alleged above.

13 78. Plaintiffs bring this claim individually and for the Class.

14 79. The FAL authorizes a private right of action for any violation of Chapter 1,
15 including the ARL. See Cal. Bus. & Prof. Code § 17535 (actions can be brought by “any person
16 who has suffered injury in fact and has lost money or property as a result of a violation of this
17 chapter”); § 17602 (ARL); *see Arnold v. Hearst Magazine Media, Inc.*, 2021 U.S. Dist. LEXIS
18 25706, at *17-18 (S.D. Cal. Feb. 10, 2021) (explaining how the FAL authorizes a private right of
19 action under the ARL).

20 80. Defendant violated Section 17500 by disseminating misleading advertisements
21 concerning the automatically renewing nature of ExpressVPN plans. As described in detail
22 above, ExpressVPN’s advertising of the subscriptions (and its failure to display ARL compliant
23 disclosures) misled reasonable consumers about the automatically renewing nature of the plans.

24 81. The same conduct violated Section 17602 (the ARL). As alleged in detail above,
25 Defendant violated the ARL by failing to clearly and conspicuously present its automatic
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renewal terms, failing to get affirmative consent, and failing to send compliant post-purchase acknowledgments.

82. Defendant should have known that its violations were misleading to reasonable consumers.

83. Plaintiffs relied upon Defendant’s misleading representations and omissions.

84. Classwide reliance can be inferred because Defendant’s misrepresentations and omissions were material, i.e., a reasonable consumer would consider them important in deciding whether to buy ExpressVPN plans or deciding when to cancel.

85. Defendant’s violations were a substantial factor and proximate cause of economic harm to Plaintiffs and class members.

Count 2: Unfair Competition Law (UCL)

86. Plaintiffs incorporate the facts alleged above.

87. Plaintiffs bring this claim individually and for the Class.

Unlawful

88. Under the “unlawful” prong of the UCL, a violation of another law is treated as unfair competition and is independently actionable. Defendant committed unlawful practices because, as alleged above and incorporated here, it violated the ARL.

89. ExpressVPN also violated the unlawful prong by violating the Restore Online Shoppers Confidence Act (“ROSCA”), 15 U.S.C. § 8403. This act bars companies from charging “any consumer for any goods or services sold in a transaction effected on the Internet through a negative option feature,” unless certain requirements are met.

90. The FTC defines “negative option feature” to mean “a provision under which the customer’s silence or failure to take an affirmative action to reject goods or services or to cancel the agreement is interpreted by the seller as acceptance of the offer.” 16 C.F.R. § 310.2(w). Automatic renewals are a negative option feature under ROSCA.

1 91. Before companies can charge a consumer through a negative option feature, they
2 must “provide[] text that clearly and conspicuously discloses all material terms of the transaction
3 before obtaining the consumer’s billing information.” 15 U.S.C. § 8403(1).

4 92. Additionally, companies must “obtain[] a consumer’s express informed consent
5 before charging the consumer’s credit card, debit card, bank account, or other financial account
6 for products or services through such transaction.” 15 U.S.C. § 8403(2).

7 93. As alleged in detail above, ExpressVPN violated ROSCA by failing to clearly and
8 conspicuously disclose the automatically renewing nature of its subscriptions and failing to
9 obtain express informed consent.

10 ***Unfair***

11 94. As alleged in detail above, Defendant committed unfair acts by enrolling
12 consumers in automatically recurring subscriptions, in violation of the ARL and FAL.

13 95. The harm to Plaintiffs and the class greatly outweighs the public utility of
14 Defendant’s conduct. There is no public utility to illegal automatic renewal practices. This injury
15 was not outweighed by any countervailing benefits to consumers or competition. Illegal auto-
16 renewal practices only injure healthy competition and harm consumers.

17 96. Plaintiffs and the class could not have reasonably avoided this injury. Defendant’s
18 representations and omissions deceived reasonable consumers like Plaintiffs. There were
19 reasonably available alternatives to further Defendant’s legitimate business interests, such as
20 complying with the ARL.

21 97. Defendant violated established public policy by violating the ARL. The
22 unfairness of this practice is tethered to a legislatively declared policy (that of the FAL and
23 ARL).

24 98. Defendant’s conduct, as alleged above, was immoral, unethical, oppressive,
25 unscrupulous, and substantially injurious to consumers.

1 ***Deceptive***

2 99. As alleged in detail above, Defendant committed deceptive acts by enrolling
3 consumers in automatically recurring subscriptions, in violation of the ARL.

4 100. Defendant's representations and deficient ARL disclosures were misleading to
5 Plaintiffs and other reasonable consumers.

6 101. Plaintiffs relied upon Defendant's misleading representations and omissions, as
7 detailed above.

8 102. Classwide reliance can be inferred because Defendant's misrepresentations and
9 omissions were material, i.e., a reasonable consumer would consider them important in deciding
10 whether to buy ExpressVPN plans or deciding when to cancel.

11 * * *

12 103. Defendant's violative conduct was a substantial factor and proximate cause of
13 economic harm to Plaintiffs and class members.

14 **Count 3: Consumer Legal Remedies Act (CLRA)**

15 104. Plaintiffs incorporate the facts alleged above.

16 105. Plaintiffs bring this claim individually and for the Class.

17 106. Plaintiffs bought ExpressVPN services for personal, family, or household
18 purposes.

19 107. The ARL imposes a statutory duty to disclose the required Automatic Renewal
20 Terms.

21 108. ExpressVPN violated Cal. Civ. Code § 1770, (a)(5) by representing that its
22 subscription plans have certain characteristics that they do not have. As alleged in detail above,
23 Defendant represented that its plans would not automatically renew, failed to adequately disclose
24 the automatic renewal terms, and failed to obtain affirmative consent.

25 109. ExpressVPN violated Cal. Civ. Code § 1770, (a)(9) by advertising services with
26 the intent not to sell them as advertised. As alleged in detail above, Defendant's advertisements
27

represented that its plans would not automatically renew, failed to adequately disclose the automatic renewal terms, and failed to obtain affirmative consent.

110. Defendant's representations and omissions were misleading to Plaintiffs and other reasonable consumers.

111. Plaintiffs relied on Defendant's representations and omissions when deciding to subscribe to ExpressVPN and when deciding not to cancel before the end of their initial period.

112. Classwide reliance can be inferred because Defendant's misrepresentations and omissions were material, i.e., a reasonable consumer would consider them important in deciding whether to buy ExpressVPN plans or deciding when to cancel.

113. Defendant's violative conduct was a substantial factor and proximate cause of economic harm to Plaintiffs and Class members.

114. CLRA § 1782 NOTICE. On July 25, 2025 Mr. Martinez sent a CLRA demand letter to ExpressVPN's headquarters in Cyprus, via USPS Registered Mail International (USPS does not offer international certified mail). Plaintiffs used the contact address identified by ExpressVPN.⁶

115. CLRA § 1782 NOTICE. On December 18, 2025, Mr. Marin sent a CLRA demand letter to ExpressVPN's headquarters in Cyprus, via USPS Registered Mail International.

116. All letters provided notice of Defendant's particular violations of the CLRA and demanded that Defendant correct the violations alleged above. Defendant failed to cure under the CLRA. Accordingly, Plaintiffs and the Class seek all monetary relief allowed under the CLRA.

117. CLRA venue declarations are attached.

VII. Relief.

118. Plaintiffs seek the following relief for themselves and the Class:

- i. An order certifying the asserted claims, or issues raised, as a class action;
- ii. A judgment in favor of Plaintiffs and the Class;

⁶ <https://store.expressvpn.com/policies/contact-information>.

- 1 iii. Damages;
2 iv. Rescission;
3 v. Restitution, disgorgement, and other just equitable relief;
4 vi. An injunction;
5 vii. Pre- and post-judgement interest;
6 viii. Reasonable attorneys' fees and costs, as allowed by law; and
7 ix. Any additional relief that the Court deems reasonable and just.

8 **VIII. Demand for Jury Trial.**

- 9 119. Plaintiffs demand the right to a jury trial on all claims so triable.

10
11 Dated: May 18, 2026

By: /s/ Jonas B. Jacobson

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19 *Attorneys for Plaintiffs*

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CLRA VENUE DECLARATION
OF MARCO MARTINEZ

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

SEAN MARIN and MARCO MARTINEZ,
each individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

EXPRESS TECHNOLOGIES, LTD.,

Defendant.

Case No.

**CLRA VENUE DECLARATION OF
MARCO MARTINEZ**

1 I, Marco Martinez, declare as follows:

2 1. I am a named Plaintiff in this action.

3 2. On or around June 6, 2023, I purchased one year of ExpressVPN through Defendant
4 Express Technologies, Ltd.'s website, www.expressvpn.com, while living in Chula Vista, California.

5 3. I understand that, because Defendant does business in this county by selling its products
6 here, and because I purchased the product in Chula Vista, California, this is a proper place to bring my
7 California Consumer Legal Remedies Act claim.

8 I declare under penalty of perjury, under the laws of the United States of America and the State
9 of California, that the foregoing is true and correct to the best of my knowledge.

10
11 Signature: 
12 Marco Martinez

13 Dated: 5/7/2026

CLRA VENUE DECLARATION
OF SEAN MARIN

Jonas B. Jacobson (Cal. Bar No. 269912)
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

SEAN MARIN and MARCO MARTINEZ,
each individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

EXPRESS TECHNOLOGIES, LTD.,

Defendant.

Case No.

**CLRA VENUE DECLARATION OF
SEAN MARIN**

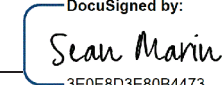
1 I, Sean Marin, declare as follows:

2 1. I am a named Plaintiff in this action.

3 2. On or around April of 2024, I purchased one year of ExpressVPN through Defendant
4 Express Technologies, Ltd.'s website, www.expressvpn.com, while living in Rialto, California.

5 3. I understand that, because Defendant does business in this county by selling its products
6 here, this is a proper place to bring my California Consumer Legal Remedies Act claim.

7 I declare under penalty of perjury, under the laws of the United States of America and the State
8 of California, that the foregoing is true and correct to the best of my knowledge.

9
10 Signature: 
11 Sean Marin

12 Dated: 5/7/2026

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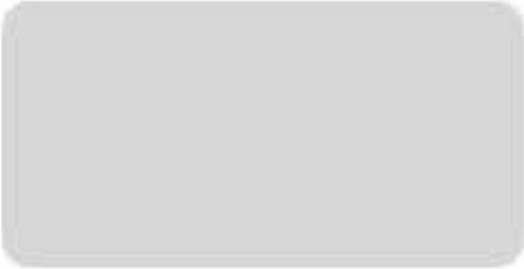
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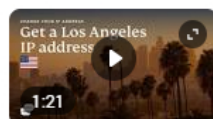
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EXHIBIT 2



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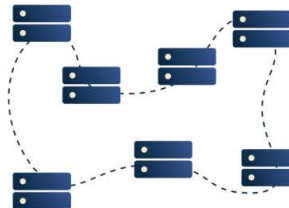
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Work with dedicated affiliate account managers

Our dedicated account managers are on hand to help you generate sales. With support from ExpressVPN's team of digital content professionals, we'll provide you with marketing

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EXHIBIT 4

🏠 > Affiliates > Terms

ExpressVPN Affiliate Program: Agreement

This ExpressVPN Affiliate Program Agreement (the “Agreement”) contains terms and conditions that govern your participation in the ExpressVPN Affiliate Program (the “Program”) provided by Express Technologies Ltd. (“ExpressVPN”). By filling out the signup form or by continuing to participate in the Program you acknowledge that you agree to be bound by this Agreement, represent, and warrant that you are lawfully able to enter into contracts (or you are authorized and lawfully able to bind the company or other legal entity which you represent to this Agreement) and that you are and will remain in compliance with this Agreement. “We,” “us,” or “our” means ExpressVPN. “You” or “your” means the applicant. All dollar amounts referenced in this Agreement are stated in U.S. dollars.

1. Program Overview

The purpose of the Program is to permit you to advertise ExpressVPN services on your site, in email, or any other form of electronic marketing, and to receive a commission on services purchased by your referred individuals.

2. Enrollment in the Program and Affiliate Obligations

To begin the enrollment process you must complete an affiliate application via our site. All information associated with your affiliate account must be real and verifiable. You are allowed to use only one affiliate account unless approved by ExpressVPN to use more than one account. The fact that we approve applications does not imply that we may not re-evaluate your application at a later time. We may reject or cancel your application, in our sole discretion, if we decide your site or/and your participation in our Program is unsuitable. These may include but are not limited to any media that will:

- Promote our services in a manner that contains any form of misleading, defamatory, illegal activities, or any other content deemed offensive by us.
- Cause damage to the ExpressVPN brand name.
- Promote our services in a manner that encourages a user to sign up for the purpose of engaging in any illegal activity.
- Include non-working websites, blogs without content, or parked domains.
- Incorporate any materials which infringe any copyright, trademark, or other intellectual property rights.

Unsuitable participation in the Program includes:

Spam. Spam is the use of electronic messaging systems to send any unsolicited bulk messages, whether commercial or non-commercial in nature. The term "spam" is applied to similar abuses in other media: junk faxes, mobile phone messaging spam, instant messaging spam, search engine spam, internet forum spam, social networks spam, spam in blogs, wiki spam, etc. If you run a newsletter, e-zine, or any kind of bulk messaging service or software, you must have evidence that people signed up to receive messages from

you.

Cookie-stuffing techniques. You are not allowed to use cookie-stuffing techniques that set the affiliate cookies without the referred visitor's knowledge or generate hidden forced clicks of your affiliate links (e.g., via iframe, image, pop-up, javascript, flash-based cookie-stuffing, etc.).

Pop-up or pop-under advertising. Without specific approval, you may not send traffic to ExpressVPN's website by serving pop-up or pop-under impressions. In general, visitors must arrive to ExpressVPN's website via a manual click action undertaken directly by a user.

Improper advertising methods. You may not bid for competing keywords that include any variations of ExpressVPN or misspellings in PPC programs such as Google Adwords, without specific approval. You may not use your affiliate links in any PPC programs such as Google Adwords. You may not write the text ExpressVPN, variations, or misspellings into any ad text which is used to promote your website in a PPC program such as Google Adwords. Without specific approval, you may not use forwarding or masking of your domain name when directing your visitors to our site. ExpressVPN reserves the right to view and/or reject any and all advertising creative, display creative, text, images, or other affiliate assets that result in user traffic being directed to our site.

Affiliate account ownership transfer. You may not transfer ownership or sell your affiliate account to another party without the prior agreement with us. We reserve the right, at any time, to review your placement and approve the use of your links, graphical banners, widgets, or other affiliate linking tools, and require that you change the placement or use to comply with the guidelines provided to you. You are solely responsible for your site, including its design, development, operation, and maintenance and all materials that appear on or within it. Any violations of the terms surrounding participation in the Program shall constitute a material breach of this Agreement, and may result in your termination from the Program and withholding any unpaid commissions.

Brokering or sub-affiliates. Without specific approval, you may not enlist or delegate third-party companies to direct traffic to our site through your affiliate links, in return for a commission per paid signup. When we approve an affiliate application, we authorize a single URL or list of approved URLs owned by you or your company to direct traffic to our

site through your affiliate links.

3. Acceptable Advertising Methods

As an affiliate, you earn compensation by generating clicks to our site that convert to a completed sale. After you have been accepted into the Program you may display affiliate links on your site. "Affiliate links" are links to our site that properly utilize the special link formats we provide (including the Affiliate ID you received). Affiliate links may be created by you or made available to you by us and must use the hyperlink we create. You are solely responsible for the placement, content, and style of each link that you place on your site or use in promoting our services, and for ensuring that affiliate links include the appropriate formatting necessary for us to properly allocate referrals of customers from your site. Any affiliate link placed must be done in such a way that it is not misleading to any visitor and done with the intention of delivering valid sales or clicks to our site. All links (text, image, etc.) must use the **rel="sponsored"** HTML attribute. Incentivized commissions and offering any form of incentive to obtain a sale is forbidden, unless prior approval is given by us.

You may advertise our services via:

- Text links, widgets, graphical banners, or other affiliate linking tools on your site;
- Text links, graphical banners, or other affiliate linking tools in solicited messages via electronic messaging systems or other media.

4. Commission Attribution

We will strive to prevent interruptions to the Site and the Service. However, these are provided on an "as is" and "as available" basis, and we do not warrant, either expressly or by implication, the accuracy of any materials or information provided through the Site or Service, or their suitability for any particular purpose. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose, or non-infringement. We do not make any warranty that the Service will meet your requirements, or that it will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be

secure, or error-free, or that defects, if any, will be corrected. You acknowledge that you access the Site and the Service at your own discretion and risk.

5. Commissions Schedule

For a sale to be eligible to earn a commission, the customer must click-through an affiliate link to our site and complete a purchase on our site. You will earn a fee for every lead that converts to a sale when processed through your affiliate link.

The commission's schedule is as follows: for users who convert to paid signups as a result of clicking on your affiliate link: Purchase of a 1-month ExpressVPN package: \$13; Purchase of 6-month ExpressVPN package: \$22; Purchase of a 12-month ExpressVPN package: \$36

The commission structure is flexible and may be set at a higher rate for certain affiliates depending on sales volume. We reserve the right to disqualify commissions earned in violation of this Agreement.

6. Commission Fees Payment

Commission fees will be paid within 15 business days after the close of each calendar month for the commissions earned during the preceding calendar month. If you earn less than \$50 during a calendar month, the commission fee will be rolled forward to the next calendar month, until the balance owed is greater than \$50. You must have a PayPal account in order to be paid, unless you are approved by ExpressVPN for an alternative means of payment. We support direct wire transfer payments for commissions exceeding \$1,000 per month.

If you have not earned any referral fees (as set in Referral Fees Schedule) or haven't logged into your affiliate account within 12 months period prior to any given month, then we may close your account, terminate this Agreement and withhold any unpaid commissions. We reserve the right to suspend or withhold commission payments to affiliates who are in violation of the terms of this Agreement, but with whom we have opted to not terminate, and instead provide a reasonable period of time to repair the violation.

7. Term of Agreement

The term of this Agreement will begin upon our approval of your Program application and will end when terminated by either you or us. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement, you will immediately cease use of, and remove from your site, all links to our site and any other promotional materials that we provided to you as to an affiliate. "Cause" means any of the following: you are in material breach of this Agreement; we believe that we may face potential claims or liability in connection with your participation in the Program; we believe that our brand or reputation may be tarnished by you or in connection with your participation in the Program. Any violation of Section 2, 3, or 4 will be deemed a material breach of this Agreement. You are eligible to earn referral fees only for orders that occur during the term of this Agreement.

8. Modification

This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted at <https://www.expressvpn.com/affiliates/terms>, and you should review this Agreement prior to participation in the ExpressVPN Affiliate Program. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Program following our submission of a modification will constitute binding acceptance of the change.

9. Limitation of Liability

We have no liability whatsoever for your use of any information or other content available from or through our site, our affiliate linking system, or our site itself. In particular, but not as a limitation thereof, we are not liable for any compensatory, indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort, product liability or otherwise; nor for any third party claims of any nature, even if advised of the possibility of such damages or claims.

10. Disclaimer

Services, information, and other content available from or through the site are provided “as-is,” “as available,” and all warranties, express or implied, are disclaimed. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties express or implied, including, but not limited to, that any service or information available from or through our site, or our service itself will be merchantable or fit for a particular purpose, that any service or information available from or through our site, affiliate linking system, or our site itself will be uninterrupted or error-free, that defects will be corrected, regarding correctness, accuracy, or reliability, or against interference with your enjoyment of the service or information, or against infringement. All “information” and services provided in the course of this Agreement are provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy, and effort is with you as the user. The negations of damages set forth above are fundamental elements of the basis of the bargain between us and you. The information and other content available from or through our site, and our site itself, would not be provided without such limitations.

11. Assignment

In the event that ExpressVPN is acquired by, or merged with, a third-party entity, ExpressVPN may, without your prior written consent, assign this Agreement and its rights and obligations hereunder to a new corporate entity, who shall be bound by these same rights and obligations. The rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

Products

Mac VPN
VPN for PC
iPhone VPN
Android VPN
Linux VPN

Learn More

What Is a VPN?
Top 5 VPN Uses
How-To Privacy Guides
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Digital Security Lab

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Plans and Pricing
Features
Risk-Free VPN Trial
Press
Careers

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Routers VPN

VPN Chrome Extension

VPN Firefox Extension

VPN Edge Extension

VPN Server Locations

Lightway VPN Protocol

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Tools

What Is My IP?

DNS Leak Test

WebRTC Leak Test

Password Generator

Log4j Vulnerability (VPN
Protection)

Privacy Policy

Trust

 English 

Programs

Refer a Friend

Affiliates

Influencers

Partners

\$5,000 Scholarship

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Need help? Chat with us!

EXHIBIT 5



English

Get ExpressVPN in 3 easy steps

STEP 1 Select a plan that works for you:

1 Month
\$12.95
per month
30-day money-back guarantee.

12 Months
~~\$12.95~~
\$8.32
per month
30-day money-back guarantee.
Save 35%

6 Months
\$9.99
per month
30-day money-back guarantee.

All amounts shown are in USD.

STEP 2 Enter your email address:

Privacy guarantee: We do not share your information and will contact you only as needed to provide our service.

Your email address

STEP 3 Select your preferred method of payment:

Secure checkout | Your payment information is fully protected.

Credit Card
VISA Mastercard AMERICAN EXPRESS DISCOVER JCB VISA Debit Card

First name

Last name

Zip/Postal code

Optional

Card number

MM / YY

CVC

Order Total: **\$99.95**
ExpressVPN 12-month plan, billed \$99.95 (\$8.32/month average) for the first year, then \$116.95 yearly.
You're 100% covered by our 30-day money-back guarantee.

Join Now

By submitting this form, you agree to our [Terms of Service](#).

ExpressVPN includes

- ✓ 24/7 customer support by live chat
- ✓ Ultra-fast servers in 94 countries
- ✓ Apps for and more!
- ✓ Best-in-class security & encryption
- ✓ No activity logs & no connection logs
- ✓ **30 days risk-free.** Not satisfied? Get your money back, no questions asked

PayPal

CONTINUE BELOW TO BUY A VPN SUBSCRIPTION WITH PAYPAL.

Order Total: \$99.95
ExpressVPN 12-month plan, billed \$99.95 (\$8.32/month average) for the first year, then \$116.95 yearly.
You're 100% covered by our 30-day money-back guarantee.

There was an issue loading the payment option. Please refresh the page to try again. If the issue persists, contact our support team for help.

By continuing to PayPal, you agree to our [Terms of Service](#).

Bitcoin

CONTINUE BELOW TO BUY A VPN SUBSCRIPTION WITH BITCOIN.

Order Total: \$99.95
ExpressVPN 12-month plan, billed one time only (\$8.32/month average).
You're 100% covered by our 30-day money-back guarantee.

Continue to BitPay

By continuing to BitPay, you agree to our [Terms of Service](#).

Other
American Express Discover JCB Mastercard Neteller Qiwi Sofort Visa WebMoney and more!

CONTINUE BELOW TO BUY A VPN SUBSCRIPTION WITH PAYMENTWALL.

American Express Discover JCB Mastercard Neteller Qiwi Sofort Visa WebMoney



Order Total: **\$99.95**

ExpressVPN 12-month plan, billed one time only (\$8.32/month average).

You're 100% covered by our 30-day money-back guarantee.

[Continue to Paymentwall](#)

By continuing to Paymentwall, you agree to our [Terms of Service](#).

Download VPN

Mac VPN
Windows PC VPN
iPhone VPN (iOS)
Android VPN
Linux VPN
Router VPN
VPN Chrome Extension

Features

Risk-Free VPN Trial
Reality TV VPN
Plans and Pricing

94 Countries

US VPN
UK VPN
Canada VPN
Australia VPN

Products

Aircove Router

Tools

What Is My IP?
DNS Leak Test
WebRTC Leak Test
Password Generator

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Top 5 VPN Uses
Blog

 **English**

EXHIBIT 6



English

Get ExpressVPN in 3 easy steps

STEP 1 Select a plan that works for you:

1 Month

\$12.95

per month

30-day money-back guarantee.

MOST POPULAR

✓ 12 Months

\$12.95

\$8.32

per month

30-day money-back guarantee.

Save 35%

6 Months

\$9.99

per month

30-day money-back guarantee.

All amounts shown are in USD.

STEP 2 Enter your email address:

Your email address

☒ ExpressVPN and its affiliates may email me security tips, updates, and offers. I can unsubscribe anytime, and my information will not otherwise be shared, as per the [Privacy Policy](#).

STEP 3 Select your preferred method of payment:

✓ Secure checkout | Your payment information is fully protected.

Credit Card

First name

Last name

ZIP/Postal code

Card number

MM / YY

CVC

I have reviewed and consent to the [Terms of Service and Privacy Policy](#).

My subscription will renew on Apr 25, 2025 at the then-current rate (now \$116.95/year) unless I cancel via the "Edit Subscription" menu by following the "Turn Off Automatic Renewal" prompts. Canceling within 30 days entitles me to a full refund.

Subscribe Now

Order Summary

12-Month Plan \$155.40 \$99.95

Country: [United States](#)

Order Total: \$99.95

30

Our 30-day money-back guarantee

If you're not 100% satisfied within 30 days, you'll get all your money back.

PayPal

Bitcoin

Other

Download VPN

- Mac VPN
- Windows PC VPN
- iPhone VPN (iOS)
- Android VPN
- Linux VPN
- Router VPN
- Apple TV VPN
- Fire Stick VPN
- Android TV VPN
- VPN Chrome Extension

Features

- Risk-Free VPN Trial
- Reality TV VPN
- Plans and Pricing

105 Countries

- US VPN
- UK VPN
- Canada VPN
- Australia VPN

Products

- Keys Password Manager
- Aircove Router

Tools

- What Is My IP?
- Password Generator

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- Top 5 VPN Uses
- Blog

English

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Need help? Chat with us!

EXHIBIT 7



Say hello to the internet you deserve



Hi Joshua,

Thanks for signing up! Now you can set up ExpressVPN on your computer, phone, tablet, and other devices to start enjoying online freedom.

[Install ExpressVPN](#)

Your account details

PLAN

PRICE

PAYMENT METHOD

SUBSCRIPTION EXPIRES ON

SETTINGS

[Manage your account](#)

[Reset your password](#)

How to get started

Connecting to ExpressVPN is quick and easy. Just follow these 3 steps:

1. Install ExpressVPN on any device. [Set up now](#)
2. Launch the app
3. Tap the On button to connect

That's it! You can enjoy the internet the way it's meant to be.

Need help and advice?

Start a [chat with our friendly Support Team](#), available 24/7, or visit the [Support Center](#) to browse our helpful guides.

[SUPPORT CENTER](#)

[PRIVACY POLICY](#)



Sent by ExpressVPN
Mill Mail, Suite 6, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands

EXHIBIT 8

From: ExpressVPN <info@info.expressvpn.com>
Sent: Wednesday, April 17, 2024 10:30 PM
To: [REDACTED]
Subject: Welcome to ExpressVPN



Hi Sean,

Thanks for signing up! You can now manage your new VPN apps directly from your account.

To maximize your subscription, set up ExpressVPN on all your computers, phones, smart devices, streaming boxes—just about everything you connect to the internet.

Install ExpressVPN

Your account details

PLAN

12 months

PAYMENT METHOD

Credit Card

SUBSCRIPTION RENEWS ON

19 Apr 2025

You received our introductory price of 99.95 USD. Your subscription will automatically renew via the same payment method at the prevailing renewal price (currently 116.95 USD) every 12 months until canceled.

To cancel, visit [My Account](#), select My Subscription, select Edit subscription, and then follow the prompts to Turn Off Automatic Renewal.

If you're in any way unsatisfied with ExpressVPN, simply [contact Support](#) within your first 30 days and get a complete refund.

How to get started

1. [Install ExpressVPN](#) on unlimited devices
2. Launch the app
3. Tap the On button to connect

Remember, good privacy and security habits start with activating ExpressVPN on all your devices every time you go online.

Need help and advice?

Start a [chat with our friendly Support Team](#), available 24/7, or visit the [Support Center](#) to browse our helpful guides.

[SUPPORT CENTER](#)

[PRIVACY POLICY](#)



Sent by ExpressVPN

Mill Mall, Suite 6, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands